

*Brandy Creek
Community Development District*

January 12, 2022

AGENDA

Brandy Creek Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.BrandyCreekCDD.com

January 5, 2022

Board of Supervisors
Brandy Creek Community Development District

Dear Board Members:

The Brandy Creek Community Development District Meeting is scheduled for **Wednesday, January 12, 2022 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, Florida 32092.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of the Minutes of the November 10, 2021 Meeting
- IV. Consideration of Yellowstone Landscape Revised 2022 Services Proposal
- V. Consideration of Resolution 2022-02, Adopting Amended Prompt Payment Policies
- VI. Consideration of Work Authorization to Conduct Stormwater System 20-Year Need Analysis and Prepare Report for Submission to St. Johns County
- VII. Consideration of 2021 Bonuses for Operations Manager and Event Coordinator/Administrative Assistant
- VIII. Ratification of Addendum to Agreement with Security 101
- IX. Other Business
- X. Staff Reports

- A. Attorney
- B. Engineer
- C. Manager
- D. Operations Manager
 - 1. Report
- E. Amenity Manager
 - 1. Report

- XI. Supervisor's Requests and Audience Comments

- XII. Financial Reports
 - A. Balance Sheet & Income Statement as of December 31, 2021

 - B. Assessment Receipt Schedule

 - C. Approval of Check Registers

- XIII. Next Scheduled Meeting – March 9, 2022 at 6:30 p.m. at Phase 2 Amenity Center

- XIV. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
BRANDY CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Brandy Creek Community Development District was held on Wednesday, November 10, 2021 at 6:30 p.m. at the Johns Creek Phase 2 Amenity Center, 251 Huffner Hill Circle, St. Augustine, FL 32092.

Present and constituting a quorum were:

Meredith Payne	Chairman
Barbara Little	Vice Chairperson
Alton Chamberlain	Supervisor
Clarence Blalock	Supervisor
Shawn Jolly	Supervisor

Also present were:

Jim Oliver	District Manager
Mike Eckert	District Counsel
Jim Masters	Operations Manager - Vesta
Jennifer Meadows	Assistant Manager - Vesta
Dan Fagen	Vesta Property Services
Cheyne Solesbee	Yellowstone Landscape
Resident	

The following is a summary of the actions taken at the November 10, 2021 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Payne called the meeting to order at 6:30 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS**Approval of the Minutes of the September 8, 2021 Meeting**

Mr. Chamberlain stated in the motion on the bottom of on Page 5, "*Mr. Chamberlin*" should be "*Mr. Chamberlain*". Mr. Payne asked if Mr. Eckert stated on Page 2, "*Slivers.*" Mr. Eckert replied affirmatively. Mr. Payne asked if Mr. Masters had proposals for the cameras. Mr. Masters noted this would be discussed later in the meeting.

On MOTION by Mr. Blalock seconded by Mr. Chamberlain with all in favor the Minutes of the September 8, 2021 Meeting were approved as amended.

FOURTH ORDER OF BUSINESS**Consideration of Revised Proposal for Landscape Maintenance Services**

Mr. Cheyne Solesbee of Yellowstone Landscape (Yellowstone) presented a request to increase their annual fee from \$122,037.12 to \$136,037.00, due to increases in direct and labor costs, specifically in mulch, annuals, and Palm tree pruning. These items were subcontracted, but they ensure it was done properly. If they were handled in-house, there would be a savings of \$5,000 to \$7,000.

Mr. Blalock recommended continuing with Yellowstone and asked when this was effective. Mr. Solesbee replied January 1st. Ms. Little felt that the increase was significant and requested another proposal for comparison. Mr. Solesbee would provide a revised proposal removing the mulch, annuals, and Palm tree pruning. With his construction experience, Mr. Chamberlain noted the increase was \$14,000 or 11.4%, which was low as other vendors requested 45% increases and asked if there would be additional cost increases. Mr. Solesbee stated this was their price for the entire year. Mr. Chamberlain requested a breakdown of costs between Fiscal Year 2021 and 2022 in materials, labor, maintenance, equipment and overhead. Mr. Blalock asked if this item would be paid from the general reserve. Mr. Oliver stated it would come out of the General Fund. Mr. Payne acknowledged the Board was satisfied with Yellowstone services and the community never looked better but wondered if Yellowstone would consider a longer-term agreement.

After further discussion, Mr. Payne requested tabling this item to the January meeting and for Mr. Chamberlain to work with Mr. Masters and Mr. Solesbee. Mr. Chamberlain requested additional input from the Board Members on the services and frequency. Mr. Eckert

advised the Board to provide their input to Mr. Oliver.

FIFTH ORDER OF BUSINESS

Ratification of Second Amendment to Agreement with Vesta Property Services, Inc.

Mr. Masters presented a Second Amendment to the Agreement with Vesta Property Services, Inc., which was executed.

On MOTION by Mr. Payne seconded by Mr. Blalock with all in favor the Second Amendment to Agreement with Vesta Property Services, Inc. was ratified.

SIXTH ORDER OF BUSINESS

Ratification of Audit Engagement Letter from Berger, Toombs, Elam, Gaines & Frank

Mr. Oliver presented the audit engagement letter with Berger, Toombs, Elam, Gaines & Frank to perform the audit for the fiscal year ending September 30, 2021 in the amount of \$3,505.

On MOTION by Ms. Little seconded by Mr. Payne with all in favor the Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for Fiscal Year ending September 30, 2021 in the amount of \$3,505 was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of the Transfer Letter Regarding Legal Services with Kutak Rock

Mr. Eckert presented a joint letter from Hopping, Green & Sams stating that he and nine other attorneys were transferring to Kutak Rock, LLP as of November 15, 2021. Kutak Rock was a national firm specializing in Special Districts, bonds, bankruptcy, land use and real estate. If the Board chose Kutak Rock, Mr. Eckert would remain District Counsel and their rates would remain the same. There were two alternatives: Alternative 1 to engage Kutak Rock or Alternative 2 to find another legal firm.

Mr. Chamberlain asked if this was occurring with all Districts. Mr. Oliver stated only ones that had Hopping, Green & Sams (HGS). Mr. Chamberlain asked if there were any alternate

firms. Mr. Oliver noted a handful in the state but HGS was the largest. Mr. Eckert noted Kutak Rock was opening a smaller office in Tallahassee with 10 attorneys, three paralegals and three administrative assistants. Mr. Blalock asked if they were looking at any future increases. Mr. Eckert stated the rate for this year remains the same until October 1, 2022 and then there would be an increase as discussed earlier in the year to meet the market rates. Discussion ensued.

On MOTION by Mr. Payne seconded by Ms. Little with all in favor selecting Alternative #1 engage Kutak Rock, LLP. with Mr. Mike Eckert continue serving as District Counsel was approved.

Mr. Eckert presented a Retention and Fee Agreement with Kutak Rock. Ms. Little asked if there were any changes compared to what was agreed to. Mr. Eckert stated the standard provision, "*Client agrees to annual rate increases to the extent they do not exceed \$15 an hour*" was changed to "*Client agrees to our standard rate increases to the extent our rates do not increase beyond \$15 per hour.*" If there was an increase, Mr. Eckert would inform the Board. The provision for attorney's fees, if a client was sued for fees, was removed. Mr. Blalock recalled the Board agreed to \$325 per hour for Fiscal Year 2022 and the increase to \$360 in Fiscal Year 2023 to bring the rate up to the market rate.

On MOTION by Mr. Blalock seconded by Mr. Payne with all in favor the Retention and Fee Agreement with Kutak Rock, LLP. was approved.

Mr. Payne appreciated Mr. Eckert's services and looked forward to continuing working with him.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2022-01 Election of Officers

Mr. Oliver presented Resolution 2022-01 designating officers. Currently, Mr. Payne serves as Chairman, Ms. Little as Vice Chair, the remaining Board Members as Assistant Secretaries, Mr. Oliver was Treasurer and Secretary and Mr. Torres as Assistant Treasurer. Ms. Marilee Giles and Mr. Daniel Laughlin would be added as Assistant Treasurers and Assistant Secretaries and three former GMS employees would be removed.

On MOTION by Mr. Blalock seconded by Mr. Chamberlain with all in favor Resolution 2022-01 Electing Officers as presented was adopted.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Eckert presented the following memorandums regarding statutory changes in the last legislative session:

1. Publication of Legal Notices

The law was changed to allow units of government to publish meeting notices electronically on newspaper websites, but Mr. Eckert stated this was not advantageous at this time

2. Needs Analysis that Districts Providing Wastewater or Stormwater Management Services Must Complete by June 30, 2022

The law was changed to require all local governments that have a wastewater or stormwater system to complete a Needs Analysis every five years and file it with the county by June 20, 2022. The District Manager and District Engineer would be responsible for preparing the report that would have a legal description of the facilities, current projected residents, current service area, contributions, and expenditures, to ensure that someone was maintaining the system and there was a funding mechanism. Mr. Eckert suggested the District Manager request the District Engineer provide a proposal at the January meeting. Mr. Oliver would contact the District Engineer. Mr. Chamberlain requested clarification on whether the county owned the stormwater system. Mr. Eckert confirmed that the county owned the wastewater system because the District conveyed it to the county, but the District owned the stormwater system.

3. Prompt Payment Requirements

The law was changed regarding the Prompt Payment Act governing payments from a unit of government if they had contractors. The amount changed from 1% to 2%. If there was a vendor dispute, there was a short period of time to reply to the dispute if payment was withheld. The District currently had a policy and Mr. Eckert would provide an amendment at the January meeting.

4. Public Records Exemptions for Addresses and Other Information Associated with Certain Officers, Judges, etc.

The law was changed to exempt certain officers, employees, justices, judges, and law enforcement from public records requests. The person claiming the exemption must sign a notarized statement and provide to the local government.

B. Engineer

There being none, the next item followed.

C. Manager

Mr. Oliver recalled at the January 2021 meeting, the Board adopted a Bonus and Compensation Policy for the Operations Manager, Events Coordinator and Administrative Assistant. The effective date was January 13, 2021 through December 31, 2021. In December, Mr. Oliver would provide evaluation criteria worksheets to the Board for review and consideration at the January 12, 2022 CDD meeting. Mr. Payne appreciated Mr. Oliver bringing this item to the Board's attention.

D. Operations Manager

1. Report

Mr. Masters presented the Operations Manager Report, which was included in the agenda package. Based on earlier discussion, he would provide the current contract for Yellowstone to the Board. Mr. Payne asked how he rated Yellowstone from 1 to 10. Mr. Masters gave them an eight as they were always willing to handle any issues, willing to please and always being proactive, especially handling services that were not in their contract. At the Board's request, he would start looking at other landscape services for comparison purposes and provide proposals at

the next Board meeting. Mulching was completed two weeks ago at the monuments off of County Road 210, Phase 1 and at the Amenity Center. The next mulching would be in April. Mr. Masters suggested preparing a scope and asked whether the Board wanted to go out for a formal Request for Proposals (RFP) now or wait until the next budget cycle. Mr. Blalock preferred staying with Yellowstone but wanted to see if their rate increase was in line with other landscape companies. Mr. Eckert stated the bid threshold was \$195,000 for one year, but if the Board wanted a multi-year contract, they must go through the RFP process, as they would trip the threshold in the second year.

Mr. Fagen was open to the RFP process but did not think that the District would get better service or lower price. Mr. Chamberlain wanted to see what other properties paid for landscaping services. Mr. Fagen stated the difficulty was having comparable proposals with different acreages and services, but they could get a ballpark estimate. Mr. Masters suggested the Board consider this item in January and would provide a scope and evaluation criteria to the Board. Mr. Payne did not have an issue going through this process but wondered whether they would get better value for their money. Procedurally, Mr. Eckert explained that the Board could approve Yellowstone for one year, go out for RFP, review the RFPs and if the Board decided not to accept any of the bids, they still had the contract with Yellowstone. Mr. Fagen advised that any new provider needed three to six months to learn the property and there may be a drop off in service. Mr. Oliver suggested getting courtesy pricing to determine the scope. Mr. Master would talk to companies of similar size. Mr. Oliver stated if the Board decided in January to proceed with the RFP process, they would have time to get proposals before approving the 2023 budget in May. *There was Board consensus.*

Mr. Masters reported the pergola project would commence next week. The facility could not be rented out for a period of time as the area would be closed for the demolition work. He distributed a report to the Board from the District's insurance company, Egis, that insures the CDD's assets. They inspect every two years and provide recommendations. The Amenity Center, pools, everything the CDD owns was inspected. Staff made all corrections except for one, which was the drainage for the Phase 2 playground. It still floods and other options need to be explored. Several weeks ago, Mr. Masters met with the POA President on how to provide information to residents. They agreed to an informational sign on the back of the Phase 1 and Phase 2 marquis. A sample was included in the agenda package, which would have CDD Amenity

Center information, website, phone number, office hours, POA information, the companies, and their phone numbers. It should be ready in the next couple of weeks. Mr. Chamberlain liked the idea, but voiced concern about changing it if the companies were changed. Mr. Masters was informed that they were not looking to change companies, but if there was a change, they have a connection with the sign making business and this could be done fairly easily. Mr. Payne discussed this with Mr. Masters and understood the size of the sign would allow some visibility for reading it.

Mr. Blalock asked who was responsible for pressure washing sidewalks that don't touch a resident's property. Mr. Masters stated the contract does not include pressure cleaning of those areas, but they could be bid out for pressure washing. Last year, he proposed pressure washing the curbs on Nature Walk Parkway and John's Creek Parkway. Staff pressure washes the Amenity Center areas twice a year around the pool and playground. Mr. Payne wanted to verify ownership of the area Mr. Blalock referred to. Mr. Masters would review the plat to determine ownership. Mr. Payne requested an assessment of the sidewalks regarding priority and costs. Mr. Masters recommended pressure washing sidewalks in all common areas and would evaluate these areas and provide costs. Mr. Payne asked Mr. Blalock to work with Mr. Masters.

2. Lake Doctors Service Report

Mr. Masters presented the Lake Doctors Service Report, which was included in the agenda package.

E. Amenity Manager

1. Report

Ms. Meadows presented the Amenity Manager's Report, which was included in the agenda package. The Halloween event on October 23rd was a huge success. Three hundred residents come through in two hours and they ran out of candy. Everyone had a great time. Upcoming events were the 5K run the day after Thanksgiving and Cookies and Cocoa with Santa on December 18th.

2. Pool Furniture

Ms. Meadows presented the following quotes for new or refurbished pool furniture:

- Re-strapping chairs and tables and repaint - \$25,000
- Replace chairs and refurbish tables - \$33,000
- New tables and chairs with straps - \$36,000
- New tables and cross weave chairs - \$43,000
- New tables and sling chairs - \$47,000
- Picking up old furniture, refurbishing and returning - \$400.

Mr. Jolly questioned what happened with the old furniture and the timeframe to get the furniture. Ms. Meadows stated the old furniture would be sold. If they placed the order by a certain date, they would receive it around March; however, costs would increase in January by 10%. Mr. Jolly stated according to a Facebook poll, most residents said the straps were uncomfortable and the majority wanted sling chairs. Mr. Payne did not see the need to replace the chairs unless there was wear and tear. Mr. Oliver stated the process was to maintain, repair and replace. Mr. Payne noted the sling chairs were prone to mold. Mr. Masters added the sling chairs cost more to maintain. Ms. Meadows stated the warranty was 10 years for the frame, two years for paint and five years for the sling and straps. Mr. Payne questioned where this expenditure would be paid out of. Mr. Oliver answered the capital reserve. Mr. Payne was in favor of the cross-weave chairs and refurbishing the tables and directed Mr. Jolly to work with Mr. Masters and Ms. Meadows to obtain proposals for cross weave and sling chairs as well as pros and cons for the January meeting.

Mr. Jolly asked if there was a procedure if someone could not get into the facility after hours. Ms. Meadows included her phone number and Mr. Masters phone number as contact information for any issues. There was also a lock box. Mr. Masters explained a resident was not able to get into the facility for a baby shower. The procedures were changed to ensure this did not happen again and the resident was refunded their money and received a \$75 gift card. Ms. Little noted residents were appreciative of the Halloween event. Mr. Payne suggested sending out a survey after an event for feedback.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Supervisor's Requests

Mr. Payne received a request from a resident and asked for Board input on whether Mr. Masters and Ms. Meadows should obtain prices. After discussion, the Board was not interested.

Mr. Chamberlain was against raising the Board Member compensation. Mr. Eckert stated the Board compensation was set by Statute at \$200 per meeting up to \$4,800 per year.

Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement as of September 30, 2021

Mr. Oliver presented the un-audited September 30, 2021 Balance Sheet and Income Statement, which were included in the agenda package. The capital reserve balance at year end was \$268,000.

B. Assessment Receipt Schedule

Mr. Oliver reported assessments were fully collected for Fiscal Year 2021. The Tax Collector sent out the tax bills on November 1st. Mr. Chamberlain asked if the District came in under budget and if so, would the money go into the reserve. Mr. Oliver confirmed the District came in under budget and the funds would stay in Unassigned Funds.

C. Approval of Check Registers

On MOTION by Mr. Payne seconded by Ms. Little with all in favor the August 1, 2021 through September 30, 2021 Check Register in the amount of \$214,801.08 was approved.

THIRTEENTH ORDER OF BUSINESS

Closed Security Session – Members of the Public Will Not be in Attendance

Mr. Eckert stated Florida Law requires Board discussion related to the District’s security system, security plan, types of equipment and location of equipment to be held in a Closed Session per Sections 119.07138 and 281.301 of the Florida Statutes. Only the Board and staff can be present for the discussion. No members of the public were present.

The Closed Session commenced at 8:30 p.m.

The Closed Session ended at 8:55 p.m. and the regular meeting was reconvened.

On MOTION by Mr. Payne seconded by Mr. Chamberlain with all in favor reaffirming the termination of the agreement with Tyco (Johnson Controls) and approving the proposal from Security 101 to purchase a digital storage system in a not-to-exceed amount of \$32,000 was approved.

Mr. Payne stated he and Mr. Masters met with the Phase 1 and Phase 2 POAs. Contributions were budget for 2021, but not for the 2022 budget; although, they agreed to support the activities in 2022, if they received a bill. If the District wanted to continue providing the same services to the residents, the CDD budget would be increased by \$10.

FOURTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – January 12, 2022 at 6:30 p.m. at Phase 2 Amenity Center

Mr. Payne stated the next scheduled meeting was on January 12, 2022 at 6:30 p.m. at this location.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Payne seconded by Mr. Blalock with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT
AND YELLOWSTONE LANDSCAPE, INC.**

THIS AGREEMENT is made and entered into this 1st day of January, 2022, by and between:

Brandy Creek Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida and with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

Yellowstone Landscape, Inc., a Delaware corporation, whose mailing address is 3235 North State Street, Bunnell, Florida 32110 (the "Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners in and for St. Johns County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor previously submitted a proposal for the provisions of landscape services more fully described in the Summary of Scope of Services and Contractor's Proposal dated November 18, 2021 attached hereto as **Exhibit A** ("Scope of Services") and incorporated herein by reference, and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- 2. DESCRIPTION OF WORK AND SERVICES.**
 - A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon

all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3, of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager or his or her designee, to act as its representative.
 - (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement and as set forth in more detail on **Exhibit A**, the District agrees to pay the Contractor twelve (12) monthly payments of Ten Thousand Five Hundred Thirty-Six Dollars and Sixty-Six Cents (**\$10,536.66**), for a not-to-exceed annual total of One Hundred Twenty-Six Thousand Four Hundred Forty Dollars (**\$126,440.00**), unless terminated earlier in accordance with Section 13 below. Work shall commence on the date written above for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Services in addition to those described in the attached Proposal, may be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such additional services shall be as provided for in the attached

Proposal or, if not identified, as negotiated between the District and the Contractor.

- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (I) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged

to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the

conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with or without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the

prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.

20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Brandy Creek
Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: James Oliver

With a copy to: Kutak Rock, LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: Michael C. Eckert

B. If to the Contractor: Yellowstone Landscape, Inc.
3235 North State Street
Bunnell, Florida 32110
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be

regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

24. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

25. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

26. EFFECTIVE DATE. This Agreement shall become effective on January 1, 2022, and shall remain in effect in accordance with the terms set forth in Section 5(A) above unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

27. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Oliver (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain

and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JOLIVER@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

33. CONFLICTS. To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**BRANDY CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson
Board of Supervisors

YELLOWSTONE LANDSCAPE, INC.,
a Delaware corporation

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Exhibit A – Scope of Services

Exhibit A – Scope of Services

Scope of Services Summary



The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

I. LANDSCAPE MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing

- a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- b. Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- d. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- e. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

2. Edging & Trimming

- a. **Yellowstone Landscape** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- e. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

Scope of Services Summary



3. Debris Removal

- a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- b. Landscape debris generated on the property during landscape maintenance is the sole responsibility of **Yellowstone Landscape**, and will be removed no additional expense to the **Client**.

4. Fertilizer

- a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
- b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

5. Insect, Disease, and Weed Control

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Yellowstone Landscape**.
- b. All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- c. **Yellowstone Landscape** must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- d. Access to a water source on the Client's property must be provided for use in spray applications.

B. Plant Material Specifications

1. Shrubs

- a. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- b. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- c. Clippings are to be removed by **Yellowstone Landscape** following pruning.

2. Tree Maintenance

- a. Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- b. Palm Trees will have only brown or broken fronds removed at time of pruning.
- c. **Yellowstone Landscape** will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

3. Edging and Trimming

- a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- b. "Weedeating" type edging will not be used around trees.

4. Insect, Disease and Weed Control

- a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, **Yellowstone Landscape** will offer suggestions regarding the best course of action.
- b. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- c. **Yellowstone Landscape** will maintain a log listing all applications and will have MSDS sheets available for each product used on the **Client's** property.
- d. The **Client** must provide access to a suitable water source on their property for use by **Yellowstone Landscape** in spray applications.

5. Fertilization

- a. Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

C. Irrigation System Specifications

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.

Scope of Services Summary



2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Yellowstone Landscape** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Yellowstone Landscape** personnel shall be repaired promptly at no cost to the **Client**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Yellowstone Landscape** will immediately make the necessary repairs and then contact the **Client**.

D. Annual Flower Specifications

1. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
4. All soils are to be roto-tilled after removing and prior to installing new flowers.
5. "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change. Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

E. Mulch

1. Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

II. ADDITIONAL SERVICES

- A. Yellowstone Landscape** will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the **Client**.

Scope of Services Summary



III. YELLOWSTONE LANDSCAPE PERSONNEL

- A. **Yellowstone Landscape** will provide all labor, transportation and supervision necessary to perform the work described herein.
- B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- C. Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- D. **Yellowstone Landscape** recognizes that its personnel are representatives of the **Client** while on the **Client's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
- E. Any damage caused by **Yellowstone Landscape** personnel will be repaired promptly at no cost to the **Client**.
- F. **Yellowstone Landscape** may utilize qualified subcontractors at any time during the agreement period and will be responsible for managing the quality of their services.
- G. All work performed by **Yellowstone Landscape** will be coordinated with the **Client** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. YELLOWSTONE LANDSCAPE VEHICLES AND EQUIPMENT

- A. **Yellowstone Landscape** service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- B. All **Yellowstone Landscape** vehicles must operate in a safe and courteous manner while on the **Client's** property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- D. Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

V. ADDITIONAL PROVISIONS

- A. Property inspections will be conducted regularly by an authorized **Yellowstone Landscape** representative. **Yellowstone Landscape** will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- B. **Yellowstone Landscape** will provide the **Client** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.



Landscape Maintenance Services Proposal

prepared for

Johns Creek

November 18, 2021



YELLOWSTONE
LANDSCAPE

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

JOHNS CREEK

Core Maintenance Services	
Mowing Includes Mowing, Edging, String Trimming, & Cleanup	\$68,325
Detailing Includes Shrub Pruning, Tree Pruning, & Weeding	\$28,884
IPM Includes Fertilization & Pest Control Applications	\$11,040
Irrigation Inspections	\$3,960
Total	\$112,209

Additional Services	
Annual Flowers-1062 Flowers Per Rotation (4x Per Year)	\$7,731
Palm Pruning	\$6,500

Grand Total Annual:	\$126,440.00
Grand Total Monthly:	\$10,536.66

EXHIBIT "B"

PERFORMANCE STANDARDS

JOHNS CREEK

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Site Policing	51
Maintenance Mowing, edging, weed-eating, and blowing	42
Detailing Trimming, and Weeding	21
IPM - Fertilization & Pest Control	6-Blanket Turf Applications 2-Blanket Shrub Applications Spot Treatments As Needed
Irrigation Inspections-77 Irrigation Zones	12
Mulch-200 Cubic Yards of Gold Mulch	Per Request
Annual Flowers-1062 Flowers Per Rotation (4x Per Year)	4
Tree Pruning-Up To 10'	1
Palm Pruning-144 palms	1

FIFTH ORDER OF BUSINESS

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brandy Creek Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within St. Johns County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of January, 2022.

ATTEST:

**BRANDY CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

JANUARY 12, 2022

Brandy Creek Community Development District
Prompt Payment Policies and Procedures

Table of Contents

I.	Purpose	1
II.	Scope	1
III.	Definitions	1
	A. Agent	1
	B. Construction Services	1
	C. Contractor or Provider of Construction Services	1
	D. Date Stamped	1
	E. Improper Invoice	2
	F. Improper Payment Request	2
	G. Non-Construction Goods and Services	2
	H. Proper Invoice	2
	I. Proper Payment Request	2
	J. Provider	2
	K. Purchase	2
	L. Vendor	2
IV.	Proper Invoice/Payment Request Requirements	3
	A. General	3
	B. Sales Tax	3
	C. Federal Identification and Social Security Numbers	3
	D. Proper Invoice for Non-Construction Goods and Services	3
	E. Proper Payment Request Requirements for Construction Services	4
V.	Submission of Invoices and Payment Requests	4
VI.	Calculation of Payment Due Date	5
	A. Non-Construction Goods and Services Invoices	5
	B. Payment Requests for Construction Services	6
VII.	Resolution of Disputes	7
	A. Dispute Between the District and a Provider	7
	B. Dispute Resolution Procedures	7
VIII.	Purchases Involving Federal Funds or Bond Funds.....	8
IX.	Requirements for Construction Services Contracts – Project Completion; Retainage	8
X.	Late Payment Interest Charges	9
	A. Related to Non-Construction Goods and Services	9

B. Related to Construction Services 9
C. Report of Interest 9

I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Brandy Creek Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8012869385C-5. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (904) 940-5850, email joliver@gmsnf.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address

3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Brandy Creek Community Development District
c/o Governmental Management Services, LLC
475 W. Town Place, Suite 114
St. Augustine, Florida 32092

2. Email Address

joliver@gmsnf.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence

the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2)

an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).

6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

SIXTH ORDER OF BUSINESS



VISION • EXPERIENCE • RESULTS

www.etm-inc.com
tel 904-642-8990 • fax 904-646-9485
14775 Old St. Augustine Road • Jacksonville, Florida 32258

January 6, 2022

**WORK AUTHORIZATION NO. 20
BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT
CONTINUING SERVICES**

Scope of Work for the following:

State Mandated – Storm Water Need Analysis (20 years)

ETM No. Job Number 00-273-40

England-Thims & Miller, Inc. shall prepare a 20-year stormwater needs analysis for the Sweetwater Creek CDD to be completed by June 30, 2022. It is our understanding that the stormwater needs analysis is a requirement of the passage of House Bill 53, Section 403.9302, Florida Statutes. Since this a new requirement and will require coordinating our efforts with the District Manager to provide the analysis, we are proposing to perform this work on an hourly basis with an estimated budget. We have attached a template with our comments showing the responsibilities of the District Engineer and the District Manager.

FEEHOURLY

(BUDGET ESTIMATE: \$10,000.00)

Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Re: State Mandated – Storm Water Need Analysis (20 years)

ITEMS NOT INCLUDED

- | | |
|---|---|
| 1. Waste Water Needs Analysis | 24. ACOE Permitting |
| 2. NPDES Permitting / Analysis | 25. Signage Design / Permitting |
| 3. MS4 Permitting Analysis | 26. Unified Sign Plan Design / Compliance |
| 4. Geotechnical Investigations | 27. Community Development District Issues (CDD) |
| 5. Soil Boring / Analysis | 28. Homeowners Association issues |
| 6. Groundwater Modeling / testing | 29. NPDES permit compliance |
| 7. Environmental Investigation | 30. Life Safety /Code compliance |
| 8. Wetland drawdown analysis | 31. Project Wide code compliance |
| 9. Wetland mitigation / Design / Permitting | 32. OSHA or other safety issues |
| 10. Irrigation or Irrigation supply design | 33. Administrative Hearing |
| 11. Electrical, Phone, Gas, Design / Permitting | 34. Utility Locations / Analysis / Design / Soft digs |
| 12. Lighting design / Street / Parking / etc. | 35. Consumptive Use Permitting (CUP) |
| 13. FEMA Floodplain / Model / Analysis / Permitting | 36. Historical / Archeological Issues |
| 14. Overhead Power line adjustments | 37. Endangered species |
| 15. Offsite drainage study | 38. Traffic study |
| 16. Hardscape/ Design / Permitting | 39. Pool Grading and Drainage (by others) |
| 17. Comprehensive plan | 40. Application / Permit Fees |
| 18. Fire Hydrant Testing | 41. Retaining wall or Structural design |
| 19. ADA Compliance | 42. Separate clearing / grading permit |
| 20. As-built Surveying | 43. Streetscape Design (specialty paving) |
| 21. Surveying (Topo, Bound., Route, Tree, Rw) | 44. Offsite Entrance Road to Gate House (by BBX) |
| 22. Const. Stakeout / Locates / Verification | |
| 23. Utility Locations / Analysis / Design / Soft digs | |

**ENGLAND-THIMS & MILLER, INC.
 HOURLY FEE SCHEDULE - 2022**

CEO/CSO.....	\$375.00/Hr.
President.....	\$330.00/Hr.
Executive Vice President.....	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager.....	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director.....	\$175.00/Hr.
Engineer.....	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager.....	\$190.00/Hr.
Planner.....	\$155.00/Hr.
CEI Project Manager.....	\$175.00/Hr.
CEI Senior Inspector.....	\$155.00/Hr.
CEI Inspector	\$125.00/Hr.
Senior Landscape Architect.....	\$175.00/Hr.
Landscape Architect.....	\$160.00/Hr.
Senior Technician.....	\$155.00/Hr.
GIS Developer / Senior Analyst.....	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer.....	\$140.00/Hr.
CADD/GIS Technician.....	\$125.00/Hr.
Administrative Support.....	\$90.00/Hr.

Re: State Mandated – Storm Water Need Analysis (20 years)

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and subject to an increase not to exceed five (5) percent per year.

INSURANCE – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

COST OPINIONS - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

SALES TAX - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

SAFETY - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

ASSIGNABILITY - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other part.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSES OF ACTION - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

Re: State Mandated – Storm Water Need Analysis (20 years)

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Yours sincerely,

Accepted this _____ day, 2022

ENGLAND, THIMS & MILLER, INC.



Bradley Weeber, P.E.
Executive Vice President/Shareholder

of: _____

By: _____

For: _____

SEVENTH ORDER OF BUSINESS

BRANDY CREEK COMMUNITY DEVELOPMENT
BONUS & COMPENSATION POLICY
(Adopted January 2021)

General Guidelines

- The bonus program is intended to apply to Brandy Creek Community Development District (“CDD”) employees and independent contractors providing general management services.
- The bonus program payout is not guaranteed pay. It is subject to funding, performance, and the discretion of the CDD Board of Supervisors (“Board”). The bonus program may be discontinued at any time.
- The Board will conduct evaluations on the individuals providing general management services.
- The provisions, application, and rewards of this bonus program are not subject to any grievance or dispute procedure.
- The bonus evaluation period for 2021 shall run from January 13, 2021 to December 31, 2021. Thereafter, the bonus evaluation period will run from January 1st to December 31st.
- Evaluation forms shall be prepared and maintained by the District Manager.

Manager Bonuses

- This bonus is available to the following positions: 1) operations manager and 2) events coordinator/administrative assistant, whether employed by the District or employed as an independent contractor.
- Bonuses will be awarded in January and shall be in an amount not to exceed 8% of the respective annual compensation of the general manager, amenity manager and property manager.
- The bonus shall be based on performance as rated by the Board. Performance includes staff management skills, record keeping, equipment/facility condition, resident satisfaction and overall quality of the work.

TENTH ORDER OF BUSINESS

D.

1.



JOHNS CREEK
BRANDY CREEK CDD

Brandy Creek CDD

Field Operation Manager's Report

Date of report: January 12th, 2022

Submitted by: Jim Masters

YELLOWSTONE/LANDSCAPING:

- We receive service one day per week during the off season. This includes edging, mowing, and blowing and detail work.
- The re-wiring/replacement wiring for irrigation has been completed at Phase 1.

LAKE DOCTORS:

- We receive service every other week or as needed. Ponds are in pretty good shape right now due to cooler weather.
- (Service reports attached)

PROJECTS UNDERWAY/COMPLETED:

- Several urinal flow valves were replaced at Phase 1.
- Door hinge in the men's restroom/fitness center was replaced.
- Fitness equipment was shifted around and rowing machine was placed back in fitness center.
- Replaced broken water faucet in Phase 1 men's room.
- Installed a No-Parking sign at the middle playground.
- Our holiday decorations have been taken down.
- Phase 2 Pergola repair will be completed 1/7/2022. We spent an additional \$4,267.95 for trim work and we had to replace some major beams due to rotting wood we found. Total cost of project \$21,612.35.

REGULAR SERVICES:

- Regular services and cleaning done according to contract
- Fitness Center cleaned four days per week
- Restrooms cleaned three times per week
- Off season – pools cleaned twice per week and chemicals checked daily

- Playground equipment inspected monthly
- Dog stations emptied and restocked weekly
- Trash pickup Monday through Friday, Amenity Centers, common areas and entrances

Anticipated cost over next couple of years.

HVAC Phase 1 office-----	\$5,000
Tennis court resurface-----	\$8,000
Phase 2 pool remarkite-----	\$60,000 to \$80,000
Play feature/Splash pool-----	\$5,000 to \$10,000
Shade cover/Phase 1 playground-----	\$10,000
Replace benches middle park (5)-----	\$10,000 to \$15,000
Trash cans (6)-----	\$6,000

12-15-21



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

SERVICE REPORT

Customer BRANDY CREEK CDD-JOHNS CREEK Account # 709617

Biologist Eric Cell # _____ Date 12/15/21 Time PM

Pond #	1	2	3	4	5A	5B	6	7	8	9	10				
Algae					✓	✓	✓	✓	✓						
Emergent															
Underwater															
Floating															
Terrestrial															
Dye															
Outfall Insp.															
Trash															
Restricted # of Days					∅	—————→									

Method	Water Level	Clarity	Carp Program	Water Testing
Boat	Low	Tannic	Introduce Carp	Chemistry
Backpack	Normal	Clear	Re-Stock Recom	O2 _____
AirBoat	High	Turbid	Barriers Inspected	
ATV		Planktonic		

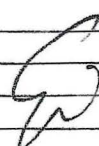
Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Egrets
Bream	Bass	Carp	Catfish	Turtles	Tilapia

Native/Beneficial Vegetation

Pickerelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	Bacopa	Chara	Spikerush	Canna

Other _____

Comments Treated ponds listed for algae.
Happy Holidays, 

Jacksonville Office (904) 262-5500 jacksonville@lakedoctors.com

12-6-21



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

SERVICE REPORT

Customer BRANDY CREEK CDD-JOHNS CREEK Account # 709617

Biologist Eric Cell # _____ Date 12/6/21 Time AM

Pond #	1	2	3	4	5A	5B	6	7	8	9	10				
Algae		✓	✓						✓	✓	✓				
Emergent				✓						✓					
Underwater															
Floating															
Terrestrial															
Dye															
Outfall Insp.															
Trash															
Restricted # of Days		∅	∅	∅					∅	∅	∅				

Method	Water Level	Clarity	Carp Program	Water Testing
Boat	Low	Tannic	Introduce Carp	Chemistry
Backpack	Normal	Clear	Re-Stock Recom	O2 _____
AirBoat	High	Turbid	Barriers Inspected	
ATV		Planktonic		

Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Egrets
Bream	Bass	Carp	Catfish	Turtles	Tilapia

Native/Beneficial Vegetation

Pickerelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	Bacopa	Chara	Spikerush	Canna

Other _____

Comments Treated ponds for weeds listed.

Thanks, Eric

Jacksonville Office (904) 262-5500 jacksonville@lakedoctors.com

11-30-21



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

SERVICE REPORT

Customer BRANDY CREEK CDD-JOHNS CREEK Account # 709617

Biologist Eric Cell # _____ Date 11/30/21 Time AM-PM

Pond #	1	2	3	4	5A	5B	6	7	8	9	10				
Algae	✓				✓	✓					✓				
Emergent							✓		✓						
Underwater															
Floating									✓						
Terrestrial															
Dye															
Outfall Insp.															
Trash															
Restricted # of Days	∅				∅	∅	120		120		∅				

Method	Water Level	Clarity	Carp Program	Water Testing
Boat	Low	Tannic	Introduce Carp	Chemistry
Backpack	Normal	Clear	Re-Stock Recom	O2 _____
AirBoat	High	Turbid	Barriers Inspected	
ATV		Planktonic		

Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Egrets
Bream	Bass	Carp	Catfish	Turtles	Tilapia

Native/Beneficial Vegetation

Pickerelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	Bacopa	Chara	Spikerush	Canna
Other _____				

Comments _____

Jacksonville Office (904) 262-5500 jacksonville@lakedoctors.com

11-5-21



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

SERVICE REPORT

Customer BRANDY CREEK CDD-JOHNS CREEK Account # 709617

Biologist Eric Cell # _____ Date 11/5/21 Time AM

Pond #	1	2	3	4	5A	5B	6	7	8	9	10				
Algae															
Emergent															
Underwater															
Floating															
Terrestrial															
Dye															
Outfall Insp.															
Trash															
Restricted # of Days															

Method	Water Level	Clarity	Carp Program	Water Testing
Boat	Low	Tannic	Introduce Carp	Chemistry
Backpack	Normal	Clear	Re-Stock Recom	O2 _____
AirBoat	High	Turbid	Barriers Inspected	
ATV		Planktonic		

Fish/Wildlife Observed

Alligator	Otter	Snakes	Coots	Osprey	Egrets
Bream	Bass	Carp	Catfish	Turtles	Tilapia

Native/Beneficial Vegetation

Pickrelweed	Naiad	Bulrush	Blue Flag Iris	Lily
Arrowhead	Bacopa	Chara	Spikerush	Canna
Other _____				

Comments Rain all day. Inspected ponds only.

Thanks, Eric

Jacksonville Office (904) 262-5500 jacksonville@lakedoctors.com

E.

1.



Amenities Manager Report

January 12, 2021

Submitted by Jennifer Meadows

Administration:

- Continuing to find the best ways to communicate information to our residents.
- Continuous updates of the Atrium system.
- Continuing with regular office duties, i.e. invoices, banking, newsletters, assisting residents, etc.

Activities- Ongoing:

Fitness Classes:

- Fit-n-Fifty - Monday and Wednesday – held at Phase 2 room during the off season.

Food Trucks:

- Food Truck Wednesdays will be offering one truck a week during the off season.

Special Events:

Recent Events:

- Sweet Treats with Santa – Saturday, December 11 was a huge success. The weather was unseasonably warm, but everyone had a great time! There were delicious cookies to enjoy with hot cocoa. After meeting with Santa and getting the perfect holiday photo, we had games and prizes at the tennis courts. With holiday music playing and lights glowing all around – it was a great start to the season!

Future Events:

- We are looking to begin a Bunco game group. Stay tuned for more information on the day and times that the residents most wanted.
- February is around the corner and a big neighborhood favorite will be making an appearance. We are hoping to have a Father Daughter Dance just in time for the month of appreciating the ones you love.

- As the weather improves, we will be planning a Concert on the Green!

Pool Furniture:

- Last month we tabled the discussion about pool furniture and whether we wanted to refurbish our already existing furniture, purchase new furniture, or leave everything as is until next year.

TWELFTH ORDER OF BUSINESS

A.

Brandy Creek
Community Development District

Unaudited Financial Reporting
November 30, 2021

**Brandy Creek
Community Development District
Combined Balance Sheet
November 30, 2021**

	<u>Governmental Fund Types</u>			<u>Totals</u>
	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>(Memorandum Only)</u>
Assets:				
Cash - WellsFargo	---	\$97,601	---	\$97,601
Cash - Hancock Bank	\$79,711	---	---	\$79,711
Investments:				
<u>Series 2013A</u>				
Reserve A	---	---	\$31,660	\$31,660
Revenue A	---	---	\$48,361	\$48,361
<u>Series 2015</u>				
Reserve	---	---	\$89,678	\$89,678
Revenue	---	---	\$18,892	\$18,892
<u>Operations:</u>				
State Board - Reserve	\$68	\$123,988	---	\$124,056
Custody Acct - General Account	\$165,149	---	---	\$165,149
Custody Acct - Capital Reserve	---	\$38,008	---	\$38,008
Prepaid Expenses	\$1,497	---	---	\$1,497
Due From Other	\$1	---	---	\$1
Electric Deposits	\$2,000	---	---	\$2,000
Total Assets	\$248,426	\$259,598	\$188,592	\$696,615
Liabilities:				
Accounts Payable	\$30,257	---	---	\$30,257
Accrued Expenses	\$21,347	---	---	\$21,347
Fund Balances:				
Restricted for Debt Service	---	---	\$188,592	\$188,592
Nonspendable	\$2,000	---	---	\$2,000
Assigned	---	\$259,598	---	\$259,598
Unassigned	\$194,822	---	---	\$194,822
Total Liabilities and Fund Equity	\$248,426	\$259,598	\$188,592	\$696,615

Brandy Creek
Community Development District
General Fund

Statement of Revenues & Expenditures
For the Period ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
Revenues:				
Maintenance Assessments	\$768,724	\$64,710	\$64,710	\$0
Interest Income	\$0	\$0	\$1	\$1
Rental/Miscellaneous Income	\$8,000	\$1,333	\$2,305	\$972
Cost Sharing Revenue	\$8,435	\$8,435	\$8,467	\$32
Special Events Revenue	\$0	\$0	\$4,500	\$4,500
Total Revenues	\$785,159	\$74,478	\$79,983	\$5,505
Expenditures:				
Administrative				
Supervisor Fees	\$6,000	\$1,000	\$1,000	\$0
FICA Expense	\$459	\$77	\$77	\$0
Engineering	\$5,000	\$833	\$0	\$833
Arbitrage	\$1,200	\$600	\$600	\$0
Trustee	\$8,000	\$1,146	\$1,146	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Attorney	\$25,000	\$4,167	\$3,453	\$714
Dissemination Agent	\$0	\$0	\$0	\$0
Annual Audit	\$3,505	\$0	\$0	\$0
Management Fees	\$50,598	\$8,433	\$8,433	\$0
Computer Time	\$1,250	\$208	\$208	(\$0)
Telephone	\$300	\$50	\$24	\$26
Postage	\$1,000	\$167	\$22	\$144
Records Storage	\$100	\$17	\$0	\$17
Insurance	\$9,348	\$9,348	\$8,252	\$1,096
Printing & Binding	\$1,800	\$300	\$59	\$241
Legal Advertising	\$1,420	\$237	\$72	\$165
Other Current Charges	\$1,400	\$233	\$303	(\$70)
Office Supplies	\$150	\$25	\$6	\$19
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$121,705	\$32,015	\$28,829	\$3,186
MAINTENANCE				
Insurance	\$18,782	\$18,782	\$18,263	\$519
Facility Administration/Events Coordinator	\$31,968	\$5,328	\$5,328	\$0
Facility Staffing (Contingency)	\$5,000	\$833	\$0	\$833
Pool Monitors	\$36,613	\$6,102	\$0	\$6,102
Field Operations Manger	\$61,484	\$10,247	\$10,247	\$0
Office Supplies/Mailings/ Printing	\$1,200	\$200	\$60	\$140
Pool Maintenance Service (Vesta)	\$27,262	\$4,544	\$6,388	(\$1,844)
Pool Chemicals (Poolsure)	\$13,500	\$2,250	\$1,650	\$600
Permit Fees	\$925	\$0	\$0	\$0
Landscape Maintenance	\$124,478	\$20,746	\$20,340	\$407
Landscape Contingency	\$25,000	\$5,721	\$5,721	\$0
Irrigation Maintenance	\$8,500	\$1,417	\$569	\$848
Sign Repairs	\$2,500	\$417	\$1,630	(\$1,213)
Lake Maintenance	\$10,248	\$1,708	\$1,708	\$0
General Facility Maintenance	\$25,000	\$4,167	\$3,718	\$449
Pet Waste Disposal	\$9,501	\$1,584	\$1,167	\$417
Streetlighting	\$36,000	\$6,000	\$5,661	\$339
Telephone	\$2,400	\$400	\$395	\$5
Cable	\$2,300	\$383	\$364	\$19
Electric	\$26,000	\$4,333	\$3,484	\$849
Water/Sewer/Irrigation	\$48,000	\$8,000	\$8,065	(\$65)
Security	\$8,000	\$1,333	\$1,200	\$133
Security Camera Lease & Maintenance	\$16,750	\$2,792	\$2,994	(\$202)
Security - License Plate Reader System	\$10,000	\$1,667	\$0	\$1,667
Refuse Service	\$8,800	\$1,467	\$1,726	(\$260)
Janitorial	\$25,843	\$4,307	\$4,607	(\$300)
Community Web Site Services	\$1,800	\$300	\$150	\$150
Special Events	\$10,000	\$4,497	\$4,497	\$0
Recreation Passes	\$1,200	\$200	\$0	\$200
Performance Incentive	\$3,400	\$0	\$0	\$0
Capital Reserve - Transfer Out	\$85,000	\$0	\$0	\$0
Total Maintenance	\$687,454	\$119,725	\$109,931	\$9,793
Total Expenses	\$809,159	\$151,740	\$138,760	\$12,979
Net Change in Fund Balance	(\$24,000)		(\$58,777)	
Fund Balance - Beginning	\$24,000		\$255,599	
Fund Balance - Ending	\$0		\$196,822	

Brandy Creek
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Maintenance Assessments	\$0	\$64,710	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,710
Interest Income	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Rental/Miscellaneous Income	\$2,050	\$255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,305
Cost Sharing Revenue	\$8,467	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,467
Special Events Revenue	\$1,500	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
Total Revenues	\$12,017	\$67,966	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$79,983
Expenditures:													
Administrative													
Supervisor Fees	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
FICA Expense	\$0	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Trustee	\$1,146	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,146
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Attorney	\$0	\$3,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,453
Dissemination Agent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,217	\$4,217	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,433
Computer Time	\$104	\$104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208
Telephone	\$3	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24
Postage	\$12	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
Record Storage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$8,252	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,252
Printing & Binding	\$58	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59
Legal Advertising	\$0	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
Other Current Charges	\$60	\$244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$303
Office Supplies	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$19,632	\$9,197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,829

Brandy Creek
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>MAINTENANCE</i>													
Insurance	\$18,263	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,263
Facility Administration/Events Coordinator	\$2,664	\$2,664	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,328
Facility Staffing (Contingency)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Monitors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Operations Manger	\$5,124	\$5,124	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,247
Office Supplies/Mailings/ Printing	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60
Pool Maintenance Service (Vesta)	\$3,194	\$3,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,388
Pool Chemicals (Poolsure)	\$825	\$825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650
Permit Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$10,170	\$10,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,340
Landscape Contingency	\$3,323	\$2,397	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,721
Irrigation Maintenance	\$569	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$569
Sign Repairs	\$0	\$1,630	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,630
Lake Maintenance	\$854	\$854	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,708
General Facility Maintenance	\$2,379	\$1,339	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,718
Pet Waste Disposal	\$583	\$583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,167
Streetlighting	\$2,831	\$2,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,661
Telephone	\$198	\$196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$395
Cable	\$176	\$188	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$364
Electric	\$1,753	\$1,731	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,484
Water/Sewer/Irrigation	\$3,912	\$4,153	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,065
Security	\$600	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
Security Camera Lease & Maintenance	\$1,497	\$1,497	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,994
Refuse Service	\$858	\$868	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,726
Janitorial	\$2,154	\$2,454	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,607
Community Web Site Services	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
Special Events	\$1,818	\$2,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,497
Recreation Passes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserve FY 18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$63,954	\$45,977	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,931
Total Expenses	\$83,586	\$55,174	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$138,760
Excess Revenues (Expenditures)	(\$71,568)	\$12,791	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$58,777)

Brandy Creek
Community Development District
Capital Reserve Fund

Statement of Revenues & Expenditures
For the Period ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
Revenues:				
Interest Income	\$250	\$42	\$21	(\$21)
General Fund Transfer In	\$85,000	\$0	\$0	\$0
Total Revenues	\$85,250	\$42	\$21	(\$21)
Expenditures				
Capital Outlay - Equipment/Facilities	\$30,000	\$5,000	\$8,672	(\$3,672)
Other Current Charges	\$450	\$75	\$32	\$43
Repair and Replacement	\$30,000	\$5,000	\$0	\$5,000
Total Expenditures	\$60,450	\$10,075	\$8,705	\$1,370
Excess Revenues (Expenditures)	\$24,800		(\$8,684)	
<u>OTHER SOURCES/(USES)</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other	\$0	\$0	\$0	\$0
Net Change in Fund Balance	\$24,800		(\$8,684)	
Fund Balance - Beginning	\$244,555		\$268,281	
Fund Balance - Ending	\$269,355		\$259,598	

Brandy Creek
Community Development District
Debt Service Fund - Series 2013A
Statement of Revenues & Expenditures
For the Period ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
Revenues:				
Assessments Tax Roll	\$318,983	\$26,852	\$26,852	\$0
Interest Income	\$50	\$8	\$4	(\$5)
Total Revenues	\$319,033	\$26,861	\$26,856	(\$5)
Expenditures				
Series 2013A				
Interest Expense - 11/1	\$54,800	\$54,800	\$54,800	\$0
Principal Expense-Prepayment 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest Expense - 5/1	\$54,800	\$0	\$0	\$0
Principal Expense - 5/1	\$210,000	\$0	\$0	\$0
Principal Expense-Prepayment 5/1	\$0	\$0	\$0	\$0
Total Expenditures	\$319,599	\$54,800	\$59,800	(\$5,000)
Excess Revenues (Expenditures)	(\$566)		(\$32,943)	
OTHER SOURCES/(USES)				
Interfund Transfer Out	\$0	\$0	\$0	\$0
Total Other	\$0	\$0	\$0	\$0
Net Change in Fund Balance	(\$566)		(\$32,943)	
Fund Balance - Beginning	\$78,314		\$112,964	
Fund Balance - Ending	\$77,748		\$80,021	

Brandy Creek
Community Development District
Debt Service Fund - Series 2015
Statement of Revenues & Expenditures
For the Period ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
Revenues:				
Special Assessments	\$180,950	\$15,233	\$15,233	\$0
Interest Income	\$0	\$0	\$1	\$1
Total Revenues	\$180,950	\$15,233	\$15,234	\$1
Expenditures				
<u>Series 2015</u>				
Interest Expense - 11/1	\$38,484	\$38,484	\$38,484	\$0
Principal Expense-Prepayment 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest Expense - 5/1	\$37,857	\$0	\$0	\$0
Principal Expense - 5/1	\$105,000	\$0	\$0	\$0
Total Expenditures	\$181,341	\$38,484	\$43,484	(\$5,000)
Excess Revenues (Expenditures)	(\$391)		(\$28,250)	
<u>OTHER SOURCES/(USES)</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other	\$0	\$0	\$0	\$0
Net Change in Fund Balance	(\$391)		(\$28,250)	
Fund Balance - Beginning	\$45,436		\$136,821	
Fund Balance - Ending	\$45,045		\$108,571	

Brandy Creek
Community Development District
Long Term Debt Report

Series 2013 Special Assessment Refunding Bonds	
Interest Rate:	6.350%
Maturity Date:	5/1/34
Reserve Fund Definition:	10% Max Annual
Reserve Fund Requirement:	\$31,656
Reserve Fund Balance:	\$31,660
Bonds outstanding - 9/30/2013	\$4,545,000
Less: November 1, 2013 (Prepayment)	\$0
Less: May 1, 2014 (Mandatory)	(\$160,000)
Less: May 1, 2015 (Mandatory)	(\$165,000)
Less: May 1, 2015 (Prepayment)	(\$10,000)
Less: May 2, 2016 (Mandatory)	(\$170,000)
Less: May 1, 2017 (Mandatory)	(\$175,000)
Less: November 1, 2017 (Prepayment)	(\$5,000)
Less: May 1, 2018	(\$180,000)
Less: November 1, 2018 (Prepayment)	(\$5,000)
Less: May 1, 2019	(\$190,000)
Less: May 1, 2020	(\$195,000)
Less: May 1, 2020 (Prepayment)	(\$10,000)
Less: November 1, 2020 (Prepayment)	(\$5,000)
Less: May 1, 2021	(\$200,000)
Less: May 1, 2021 (Prepayment)	(\$5,000)
Less: November 1, 2021 (Prepayment)	(\$5,000)
Current Bonds Outstanding	\$3,065,000

Series 2015 Special Assessment Bonds	
Interest Rate:	3.700%
Maturity Date:	5/1/36
Reserve Fund Definition:	50% Max Annual
Reserve Fund Requirement:	\$89,678
Reserve Fund Balance:	\$89,678
Bonds outstanding - 10/30/2015	\$2,535,000
Less: May 2, 2016	(\$15,000)
Less: May 1, 2017	(\$85,000)
Less: November 1, 2017 (Prepayment)	(\$5,000)
Less: May 1, 2018	(\$90,000)
Less: November 1, 2018 (Prepayment)	(\$5,000)
Less: May 1, 2019	(\$95,000)
Less: May 1, 2020	(\$95,000)
Less: May 1, 2020 (Prepayment)	(\$5,000)
Less: November 1, 2020 (Prepayment)	(\$5,000)
Less: May 1, 2021	(\$100,000)
Less: November 1, 2021 (Prepayment)	(\$5,000)
Current Bonds Outstanding	\$2,030,000

B.

C.

Brandy Creek Community Development District

Check Run Summary - General Fund

10/1/21 thru 11/30/21

<i>Fund</i>	<i>Date</i>	<i>Check No.s</i>	<i>Amount</i>
<i>General Fund</i>			
<i>Payroll</i>	11/12/21	50570-50574	\$ 923.50
			\$ 923.50
<i>Accounts Payable</i>	10/1/21 - 10/31/21	1884-1896	\$ 26,216.39
	11/1/21 - 11/30/21	1897-1906	\$ 25,918.31
			\$ 52,134.70
<i>Capital Reserve Fund</i>			
<i>Accounts Payable</i>	10/26/22	138	\$ 8,672.20
			\$ 8,672.20
<i>Utilities and Autopayments</i>			
	10/5/21	<i>JEA</i>	\$ 3,911.99
	10/7/21	<i>Republic Services</i>	\$ 857.74
	10/18/21	<i>AT&T</i>	\$ 198.46
	10/28/21	<i>FPL</i>	\$ 4,583.88
	11/3/21	<i>JEA</i>	\$ 4,153.19
	11/8/21	<i>Republic Services</i>	\$ 868.44
	11/16/21	<i>AT&T</i>	\$ 196.45
	11/29/21	<i>FPL</i>	\$ 4,561.59
		TOTAL UTILITIES PAID ONLINE OR AUTOPAY	\$ 19,331.74
Total			\$ 81,062.14

*** Fedex Invoices available upon request**

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050570	R	PR	11/12/2021	184.70	15	ALTON F CHAMBERLAIN
050571	R	PR	11/12/2021	184.70	8	BARBARA J LITTLE
050572	R	PR	11/12/2021	184.70	16	CLARENCE A BLALOCK II
050573	R	PR	11/12/2021	184.70	9	MEREDITH PAYNE
050574	R	PR	11/12/2021	184.70	17	SHAWN JOLLY
		BANK TOTAL		923.50		
		COMPANY TOTAL		923.50		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/12/21	00316	10/01/21 9780	202110 320-57200-46200	RPR PH1 PUMP SYSTEM BIG Z POOL SERIVCE, LLC	*	922.00	922.00 001884
10/12/21	00334	9/02/21 5291	202109 320-57200-46600	HARDWARE SUPPLIES	*	9.86	
		9/09/21 5310	202109 320-57200-46600	HARDWARE SUPPLIES	*	21.59	
		9/15/21 5328	202109 320-57200-46600	HARDWARE SUPPLIES	*	65.57	
		9/16/21 5330	202109 320-57200-46600	HARDWARE SUPPLIES	*	29.18	
		9/17/21 5332	202109 320-57200-46600	HARDWARE SUPPLIES	*	26.37	
		9/21/21 5342	202109 320-57200-46600	HARDWARE SUPPLIES	*	10.33	
				CRONIN ACE HARDWARE			162.90 001885
10/12/21	00030	9/17/21 277	202110 310-51300-31400	FY22 ASSESSM ROLL CERT GOVERNMENTAL MANAGEMENT SERVICES	*	5,000.00	5,000.00 001886
10/12/21	00030	10/01/21 278	202110 310-51300-34000	OCT MANAGEMENT FEES	*	4,216.50	
		10/01/21 278	202110 310-51300-35100	OCT INFORMATION TECH	*	104.17	
		10/01/21 278	202110 310-51300-51000	OFFICE SUPPLIES	*	5.69	
		10/01/21 278	202110 310-51300-42000	POSTAGE	*	12.19	
		10/01/21 278	202110 310-51300-42500	COPIES	*	57.90	
		10/01/21 278	202110 310-51300-41000	TELEPHONE	*	2.63	
				GOVERNMENTAL MANAGEMENT SERVICES			4,399.08 001887
10/12/21	00341	10/01/21 13129560	202110 320-57200-46250	OCT POOL CHEMICALS POOLSURE	*	825.00	825.00 001888
10/12/21	00019	10/01/21 606807	202110 320-57200-46800	OCT LAKE MANAGEMENT THE LAKE DOCTORS INC	*	854.00	854.00 001889
10/12/21	00286	10/01/21 389421	202110 320-57200-34700	OCT FIELD MANAGEMENT SRV	*	5,123.63	

*** CHECK DATES 10/01/2021 - 11/30/2021 ***
 BRANDY CREEK - GENERAL FUND
 BANK C BRANDY - HANCOCK GF

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/01/21		389421		202110	320-57200-34400		OCT OFC ADMIN&EVENTS CRD	*	2,664.00		
10/01/21		389421		202110	320-57200-34200		OCT JANITORIAL SERVICES	*	2,153.58		
10/01/21		389421		202110	320-57200-46200		OCT POOL MAINTENANCE	*	2,271.83		
10/01/21		389421		202110	320-57200-46700		OCT PET WASTE DISPOSAL SV	*	583.44		
							VESTA PROPERTY SERVICES, INC.			12,796.48	001890
10/12/21	00044	10/01/21	10012021	202110	320-57200-42000		OCT INTERNET SERVICES	*	51.15		
							WAVEFLY			51.15	001891
10/26/21	00195	10/01/21	84782	202110	310-51300-54000		FY22 SPECIAL DISTRICT FEE	*	175.00		
							DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00	001892
10/26/21	00318	10/15/21	7	202110	310-51300-31600		SE2013 AMORT SCHEDULE	*	100.00		
		10/15/21	7	202110	310-51300-31600		SE2015 AMORT SCHEDULE	*	100.00		
							DISCLOSURE SERVICES LLC			200.00	001893
10/26/21	00021	10/20/21	21683	202110	310-51300-31200		ARBIT SE2015 FYE 9/30/21	*	600.00		
							GRAU & ASSOCIATES			600.00	001894
10/26/21	00003	9/30/21	I0337786	202109	310-51300-48000		NOTICE OF MEETING 9/15	*	80.78		
							THE ST. AUGUSTINE RECORD			80.78	001895
10/26/21	00335	10/01/21	2721	202110	320-57200-34300		OCT MAINT/NEWSLETTER	*	150.00		
							ROBERTA G NAGLE DBA UNICORN			150.00	001896
11/09/21	00323	10/21/21	390461	202110	320-57200-46600		JANITORIAL SUPPLIES	*	138.33		
							ALL BRITE			138.33	001897
11/09/21	00280	10/23/21	103852	202110	320-57200-42000		OCT HIGHSPEED INTERNET	*	125.00		
							FLORIDA HIGH SPEED INTERNET			125.00	001898
11/09/21	00296	10/25/21	10252021	202110	320-57200-34500		10/3-10/30(15HRS)SECURITY	*	600.00		
							LAUREN MARIA LEDOUX			600.00	001899

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
11/09/21	00352	10/18/21 109314	202110 320-57200-46600 RPR PH1 PUMP/WELL	PARTRIDGE WELL DRILLING	*	657.50	657.50 001900
11/09/21	00341	11/01/21 13129560	202111 320-57200-46250 NOV POOL CHEMICALS	POOLSURE	*	825.00	825.00 001901
11/09/21	00286	10/31/21 391336	202110 320-57200-49400 HALLOWEEN EVENT	VESTA PROPERTY SERVICES, INC.	*	337.50	337.50 001902
11/09/21	00286	6/03/21 385302	202106 320-57200-34400 3-6 OFC&EVENT COORDINATOR	VESTA PROPERTY SERVICES, INC.	*	1,598.60	4,012.44 001903
		6/03/21 385302	202106 320-57200-34200 3-6 MAINT & JANI SRVS		*	1,174.68	
		6/03/21 385302	202106 320-57200-46200 3-6 POOL MAINTENANCE		*	1,239.16	
11/09/21	00271	10/22/21 JAX27960	202110 320-57200-49000 PH2 PLAYGROUND MULCH APPL	YELLOWSTONE LANDSCAPE	*	1,500.00	3,268.50 001904
		10/22/21 JAX27960	202110 320-57200-49000 PH1 PLAYGROUND MULCH APPL		*	1,200.00	
		10/29/21 JAX28182	202110 320-57200-46300 OCT IRRIGATION RPRS		*	568.50	
11/19/21	00030	11/01/21 279	202111 310-51300-34000 NOV MANAGEMENT FEES	GOVERNMENTAL MANAGEMENT SERVICES	*	4,216.50	4,352.98 001905
		11/01/21 279	202111 310-51300-35100 NOV INFORMATION TECH		*	104.17	
		11/01/21 279	202111 310-51300-51000 OFFICE SUPPLIES		*	.33	
		11/01/21 279	202111 310-51300-42000 POSTAGE		*	10.09	
		11/01/21 279	202111 310-51300-42500 COPIES		*	.90	
		11/01/21 279	202111 310-51300-41000 TELEPHONE		*	20.99	
11/19/21	00271	10/01/21 JAX27373	202110 320-57200-46100 OCT LANDSCAPE MAINT		*	10,169.76	
		10/05/21 JAX27246	202110 320-57200-49000 WOOD LINE CLEAN UP	*	623.30		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/05/21	JAX27246	202109	320-57200-46300	SEPT IRRIG REPAIRS	*	808.00		
YELLOWSTONE LANDSCAPE							11,601.06	001906
TOTAL FOR BANK C						52,134.70		
TOTAL FOR REGISTER						52,134.70		



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 bigzpools@yahoo.com
 www.facebook.com/bigzpoolservice

Invoice 9780

BILL TO
 Brandy Creek CDD
 224 Johns Creek Parkway, St.
 Augustine, FL 32092

DATE 10/01/2021	PLEASE PAY \$922.00	DUE DATE 10/11/2021
---------------------------	-------------------------------	-------------------------------

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Re: John's Creek Phase 1 Sump Pump Completed: 10/1/21			
Job Material:Material 1/4" Hp Sump Pump	1	435.00	435.00
Job Material:Material 8" Disc kit for weir	1	187.00	187.00
Labor Rates:Commercial Labor Labor	1	300.00	300.00

Thank you for your business!

TOTAL DUE \$922.00

THANK YOU

Repair work on Phase 1 pump system -

316C

1.320.57200.46200

8-4-21

Jim Masters

[Handwritten signature]



If you have any questions please give us a call at 904-868-4660!

Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

STATEMENT

PAGE: 1
CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CLOSING DATE: 9/30/21
 DUE DATE : 10/31/21
 ACCT: 10065

CLOSING
 DATE : 9/30/21
 DUE DATE: 10/31/21

BRANDY CREEK/JOHNS CREEK
 224 JOHNS CREEK PARKWAY
 ST AUGUSTINE FL 32092-3649

CRONIN ACE HARDWAR
 BRANDY CREEK/JOHNS
 ACCOUNT : 10065



334C
 1.320.57200.46600

PLEASE DETACH AND RETURN
 REMITTANCE STUB WITH YOUR PAYMENT

DATE	REFERENCE	ST	C	DESCRIPTION	DEBIT	CREDIT	REFERENCE	AMOUNT
				Thank you for your business!				
				PREV BALANCE	104.42		PREV BAL	104.42
9/ 2/21	5291	1	I	INVOICE	9.86		5291	9.86
9/ 2/21	H53061	1	P	PAYMENT - THANK YOU		76.20	H53061	-76.20
9/ 9/21	5310	1	I	INVOICE	21.59		5310	21.59
9/15/21	5328	1	I	INVOICE	65.57		5328	65.57
9/16/21	5330	1	I	INVOICE	29.18		5330	29.18
9/17/21	5332	1	I	INVOICE	26.37		5332	26.37
9/21/21	5342	1	I	INVOICE	9.33		5342	9.33
9/30/21	658358	1	F	FINANCE CHARGE	1.00		658358	1.00
				NEW BALANCE	191.12			
CURRENT		Current		Over 30	Over 60	Over 90		
162.90		28.22		0.00	0.00	0.00		

8-4-21
 Jim Masters



NEW BAL: 191.12

FINANCE CHARGE-- TERMS: NET EOM
 MONTHLY % : 1.50
 ANNUAL % : 18.00

FINANCE CHRG: 1.00
 F/C BALANCE : 0.00
 F/C MIN AMT : 1.00
 F/C METHOD : A

10065

Transaction Codes
 A - Adjustment C - Credit I - Invoice
 B - Balance Forward F - Finance Charge P - Payment

This statement covers transactions on your account for the period ending on the date above. Charges, payments, and credits received after the above date will be shown on your next statement.

AMOUNT PAID

POST PAGE FOR THE STATEMENT REPORT (RSM) FOR CRONIN ACE HARDWARE

NUMBER OF STATEMENTS : 1
TOTAL STATEMENT BALANCE: 191.12

DATE OF REQUEST: 10/ 4/21
TIME OF REQUEST: 12:00:20
TERMINAL ID : 551
USER ID : ACW

OPTIONS DEFINED:

START DATE : 9/ 1/21
CLOSING DATE : 9/30/21
PRINTER : 0091
OPTIONS : CDOS
STMT ALIGN : _

- A = INCLUDE ACTIVE ZERO BALANCE ACCOUNTS
- C = INCLUDE CREDIT BALANCE ACCOUNTS
- D = SUPPRESS DELETED TRANSACTIONS
- E = EXTEND INVOICE/CREDITS FROM QUICKRECALL
- G = SUPPRESS AGED TOTALS
- H = AGE UNAPPLIED CREDITS FOR OPEN ITEM ACCOUNTS
BASED ON DUE DATE
- I = REPRINT INVOICES/CREDITS FROM QUICKRECALL
- J = SUPPRESS STATEMENT POST PAGE
- K = PRINT RX INFORMATION
- L = INCLUDE PREVIOUS MTD PURCHASE SUMMARY FROM
CUSTOMER DEPARTMENT HISTORY
- M = INCLUDE MTD PURCHASE SUMMARY FROM CUSTOMER
DEPARTMENT HISTORY
- N = NEW PAGE AFTER EACH INV/CREDIT (QUICKRECALL)
- O = SUPPRESS PAID OPEN ITEMS FROM PREVIOUS MONTH
- P = PRINT PAST DUE BALANCE ACCOUNTS ONLY
- Q = PRINT DUE DATE AFTER UNPAID INVOICES
- R = SUPPRESS REVOLVING CREDIT LIMIT
- S = PRINT ALPHABETICALLY BY SORT NAME
- T = PRINT STATEMENT POST PAGE ONLY
- U = COMBINE JOBS IN DATE ORDER
- V = PRINT IN ZIP CODE ORDER
- W = INCLUDE YTD PURCHASE SUMMARY FROM CUSTOMER
DEPARTMENT HISTORY
- X = SUPPRESS TERMS DISC FOR PAST DUE ACCOUNTS
- Y = PRINT FINANCE CHARGES YTD
- Z = INCLUDE ZERO BALANCE ACCOUNTS

COPIES : 1
DISC CUTOFF : _____

	FROM	TO
DISCOUNT DATE :	_____	_____
CUSTOMER NAME :	_____	
CUSTOMER NUMBER:	10065	10065
JOB NUMBER :	___	999
ZIP CODE :	_____	_____

	CODES	EXCLUSION
ACCOUNT :	_____	NNNN
BAL METHOD :	_	N
TERMS CODE :	_	N

STMT MESSAGE : Thank you for your business!

CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

BRANDY CREEK/JOHNS CREEK
 224 JOHNS CREEK PARKWAY

CUST # 10065
 TERMS: NET EOM

ST AUGUSTINE FL 32092-3649

THANK YOU FOR SHOPPING AT
 CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

09/02/21 9:48AM JDB 553 SALE
 5364997 3 EA 2.99 EA N
 CHAIN COIL 3/16" YLW100' 8.97
 5935937 1 EA 1.99 EA N
 CD 1IN SPLIT KEY RINGS 1.99

SUB-TOTAL: \$ 10.96 TAX: \$.00
 DISCOUNT: -1.10 TOTAL: \$ 9.86
 CHARGE AMT: 9.86

Total Items: 4



====> JRNL#H52917 INV# 5291/1 <<====
 CUST NO: 10065
 Customer Copy

YOU SAVED \$ 1.10 BY SHOPPING AT
 CRONIN ACE HARDWARE

 Tell us about your experience today and
 Enter to win a \$50 Ace gift card!

To participate:
 * Visit TalkTo.AceHardware.com
 * Text HELPFUL to 223439

* This survey invitation is valid
 for 72 hours

* Store # 16059
 * Survey approximately 5 minutes

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkTo.AceHardware.com

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE
3.0	EA	5364997	CHAIN COIL 3/16" YLW100'	2.99
1	EA	5935937	CD 1IN SPLIT KEY RINGS	1.99

*Replace pull chain
 on Pool Shower
 VIMM*

** AMOUNT CHARGED TO ACCOUNT ** 9.8

(JIM MASTERS)

X

Received By

THANK YOU FOR SHOPPING AT
 CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

09/09/21 12:54PM ACW 553 SALE

52548 1 EA 23.99 EA N
 PADLOCK COMB 2-1/4"RESET 23.99

SUB-TOTAL:\$ 23.99 TAX: \$.00
 DISCOUNT: -2.40 TOTAL: \$ 21.59
 CHARGE AMT: 21.59

Total Items: 1



==> JRNL#H55087 INV# 5310/1 <<==
 CUST NO: 10065
 Customer Copy

YOU SAVED \$ 2.40 BY SHOPPING AT
 CRONIN ACE HARDWARE

 Tell us about your experience today and
 Enter to win a \$50 Ace gift card!

To participate:

- * Visit TalkTo.AceHardware.com
- * Text HELPFUL to 223439
- * This survey invitation is valid for 72 hours
- * Store # 16059
- * Survey approximately 5 minutes

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkTo.AceHardware.com

EK
 Y

CUST # 10065
 TERMS: NET EOM

INV # 005310/1
 DATE : 9/09/21
 CLERK: ACW
 TERM # 553

TIME :12:54

 * INVOICE *

92-3649

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
PADLOCK COMB 2-1/4"RESET	23.99	23.99 /EA	23.99 N
** AMOUNT CHARGED TO ACCOUNT **		21.59	TAXABLE 0.00
			NON-TAXABLE 23.99
			SUB-TOTAL 23.99
			DISCOUNT 2.40
			TAX AMOUNT 0.00
			TOTAL INVOICE 21.59

(JIM MASTERS)

THANK YOU FOR SHOPPING AT
 CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

09/15/21 4:38PM JAJ 553 SALE
 47551 1 EA 12.99 EA N
 CAP PVC SCH40 4" SLIP 12.99 EA N
 75091 1 EA 25.99 EA N
 WEED BLCK FABRC 3X100' 25.99
 58173 2 EA 5.49 EA N
 PLAY SAND QUIKRETE 50# 10.98
 70100092 10 EA 2.29 EA N
 TOP SOIL 22.90

EK
 2-3649

CUST # 10065
 TERMS: NET EOM

INV # 005328/1
 DATE : 9/15/21
 CLERK: JAJ
 TERM # 553

TIME : 4:39

 * INVOICE *

SUB-TOTAL: \$ 72.86 TAX: \$.00
 DISCOUNT: 7.29 TOTAL: \$ 65.57
 CHARGE AMT: 65.57

Total Items: 14



==>> JRNL#H56835 INV# 5328/1 <<==
 CUST NO: 10065
 Customer Copy

YOU SAVED \$ 7.29 BY SHOPPING AT
 CRONIN ACE HARDWARE

 Tell us about your experience today and
 Enter to win a \$50 Ace gift card!

To participate:
 * Visit talkto.AceHardware.com
 * Text HELPFUL to 223439

* This survey invitation is valid
 for 72 hours

* Store # 16059
 * Survey approximately 5 minutes

No purchase necessary.
 Must be 18 or older to

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
P PVC SCH40 4" SLIP	12.99	12.99 /EA	12.99 N
ED BLCK FABRC 3X100'	25.99	25.99 /EA	25.99 N
AY SAND QUIKRETE 50#	5.49	5.49 /EA	10.98 N
P SOIL	2.29	2.29 /EA	22.90 N
AMOUNT CHARGED TO ACCOUNT **			65.57
TAXABLE			0.00
NON-TAXABLE			72.86
SUB-TOTAL			72.86
DISCOUNT			7.29
TAX AMOUNT			0.00
TOTAL INVOICE			65.57

(JIM MASTERS)

X

THANK YOU FOR SHOPPING AT
 CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

09/16/21 11:44AM MT 555 SALE

5072483 1 EA 17.99 EA N
 BOARD COMMON 1"X6"X8' 17.99
 6215107 1 EA 12.99 EA SN
 FLEXSEAL 14OZ SPRAY BLK 12.99
 Regular Price: 13.99
 You Saved : 1.00

SUB-TOTAL:\$ 30.98 TAX: \$.00
 DISCOUNT: -1.80 TOTAL: \$ 29.18
 CHARGE AMT: 29.18

Total Items: 2



==>> JRNL#H56969 INV# 5330/1 <<==
 CUST NO: 10065
 Customer Copy

YOU SAVED \$ 2.80 BY SHOPPING AT
 CRONIN ACE HARDWARE

 Tell us about your experience today and
 Enter to win a \$50 Ace gift card!

To participate:

- * Visit TalkTo.AceHardware.com
- * Text HELPFUL to 223439

* This survey invitation is valid
 for 72 hours

- * Store # 16059
- * Survey approximately 5 minutes

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules

PK
 Y

CUST # 10065
 TERMS: NET EOM

INV # 005330/1
 DATE : 9/16/21
 CLERK: MT
 TERM # 555

TIME :11:44

 * INVOICE *

92-3649

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
BOARD COMMON 1"X6"X8'	17.99	17.99 /EA	17.99 N
FLEXSEAL 14OZ SPRAY BLK	13.99	12.99 /EA	12.99SN
** AMOUNT CHARGED TO ACCOUNT **			
	29.18	TAXABLE	0.00
		NON-TAXABLE	30.98
		SUB-TOTAL	30.98
		DISCOUNT	1.80
		TAX AMOUNT	0.00
		TOTAL INVOICE	29.18

(JIM MASTERS)

THANK YOU FOR SHOPPING AT
 CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

09/17/21 1:03PM ACW 553 SALE

70100092 8 EA 2.29 EA N
 TOP SOIL 18.32
 58173 2 EA 5.49 EA N
 PLAY SAND QUIKRETE 50# 10.98

SUB-TOTAL:\$ 29.30 TAX: \$.00
 DISCOUNT: -2.93 TOTAL: \$ 26.37
 CHARGE AMT: 26.37

Total Items: 10



====>> JRNL#H57256 INV# 5332/1 <<====
 CUST NO: 10065
 Customer Copy

YOU SAVED \$ 2.93 BY SHOPPING AT
 CRONIN ACE HARDWARE

 Tell us about your experience today and
 enter to win a \$50 Ace gift card!

To participate:

- * Visit TalkTo.AceHardware.com
- * Text HELPFUL to 223439

* This survey invitation is valid
 for 72 hours

- * Store # 16059
- * Survey approximately 5 minutes

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules
 at: TalkTo.AceHardware.com

EK
 Y

CUST # 10065
 TERMS: NET EOM

INV # 005332/1
 DATE : 9/17/21
 CLERK: ACW
 TERM # 553

TIME : 1:03

 * INVOICE *

92-3649

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
TOP SOIL	2.29	2.29 /EA	18.32 N
PLAY SAND QUIKRETE 50#	5.49	5.49 /EA	10.98 N
** AMOUNT CHARGED TO ACCOUNT **			
	26.37	TAXABLE	0.00
		NON-TAXABLE	29.30
		SUB-TOTAL	29.30
		DISCOUNT	2.93
		TAX AMOUNT	0.00
		TOTAL INVOICE	26.37

(JIM MASTERS)

THANK YOU FOR SHOPPING AT
 CRONIN ACE HARDWARE
 2843 COUNTY ROAD 210 WEST
 SUITE 101
 SAINT JOHNS, FL 32259
 (904) 217-3324

CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
PHONE: (904) 217-3324

09/21/21 11:25AM MT 555 SALE

41070 1 EA 2.99 EA N
 TUBE COPPER REF 3/8"X50' 2.99
 4338075 1 EA 5.99 EA N
 UNION BRASS COMP 3/8" 5.99
 41224 1 EA 1.39 EA N
 COMPRSN NUT 3/8"BRS 1.39

SUB-TOTAL:\$ 10.37 TAX:\$.00
 DISCOUNT: -1.04 TOTAL:\$ 9.33
 CHARGE AMT: 9.33

Total Items: 3



==>> JRNL#H58332 INV# 5342/1 <<==
 CUST NO: 10065
 Customer Copy

YOU SAVED \$ 1.04 BY SHOPPING AT
 CRONIN ACE HARDWARE

 Tell us about your experience today and
 Enter to win a \$50 Ace gift card!

To participate:

- * Visit TalkTo.AceHardware.com
- * Text HELPFUL to 223439
- * This survey invitation is valid for 72 hours
- * Store # 16059
- * Survey approximately 5 minutes

No purchase necessary.
 Must be 18 or older to
 enter sweepstakes. Void
 where prohibited. See rules

EK
 Y

CUST # 10065
 TERMS: NET EOM

92-3649

INV # 005342/1
 DATE : 9/21/21
 CLERK: MT
 TERM # 555

TIME :11:26

 * INVOICE *

DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
TUBE COPPER REF 3/8"X50'	2.99	2.99 /EA	2.99 N
UNION BRASS COMP 3/8"	5.99	5.99 /EA	5.99 N
COMPRSN NUT 3/8"BRS	1.39	1.39 /EA	1.39 N
* AMOUNT CHARGED TO ACCOUNT **		9.33 TAXABLE	0.00
		NON-TAXABLE	10.37
		SUB-TOTAL	10.37
		DISCOUNT	1.04
		TAX AMOUNT	0.00
		TOTAL INVOICE	9.33

(JIM MASTERS)

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

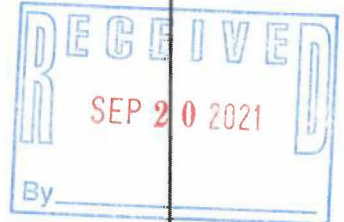
Invoice

Invoice #: 277
Invoice Date: 9/17/21
Due Date: 9/17/21
Case:
P.O. Number:

Bill To:

Brandy Creek CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2022 <i>30C</i> <i>1. 310,51300.31400</i>		5,000.00	5,000.00



Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

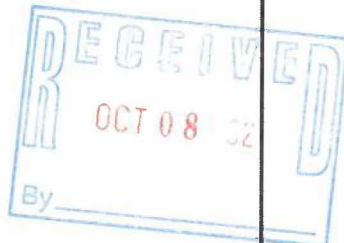
Invoice

Invoice #: 278
Invoice Date: 10/1/21
Due Date: 10/1/21
Case:
P.O. Number:

Bill To:

Brandy Creek CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - October 2021 1.310.51300.34000		4,216.50	4,216.50
Information Technology - October 2021 1.310.51300.35700		104.17	104.17
Office Supplies 1.310.51300.51000		5.69	5.69
Postage 1.310.51300.42000		12.19	12.19
Copies 1.310.51300.42500		57.90	57.90
Telephone 1.310.51300.41000		2.63	2.63



Total	\$4,399.08
Payments/Credits	\$0.00
Balance Due	\$4,399.08



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

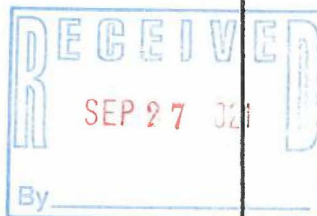
Invoice

Date 10/1/2021
Invoice # 131295602506

Terms	Net 20
Due Date	10/21/2021
PO #	

Bill To Brandy Creek CDD A/P dept Brandy Creek CDD 224 John's Creek Parkway St. Augustine FL 32092	Ship To Brandy Creek CDD 224 John's Creek Parkway St. Augustine FL 32092
---	--

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate <i>Oct Pool Chemi calls</i> <i>1,320.57200.46250</i> <i>3410</i>	1	ea	825.00



Total Amount Due 825.00
\$825.00

J Meadows
9.22.2021

Remittance Slip

Customer
13BRA025
Invoice #
131295602506

Amount Due \$825.00
Amount Paid _____
Make Checks Payable To
Poolsure
PO Box 55372
Houston, TX 77255-5372



131295602506

INVOICE



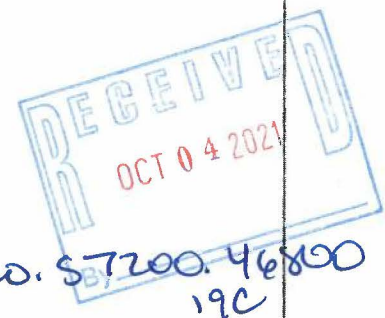
3543 State Road 419, Winter Springs, FL 32708
PH: 800-666-5253

Invoice #	606807
Account #	709617
Invoice Date	10/1/2021
Due Date	10/31/2021
Rep	MAS

Bill To
BRANDY CREEK CDD-JOHNS CREEK VESTA PROPERTY SERVICES 224 JOHNS CREEK PARK WAY ST. AUGUSTINE, FLORIDA 32092

Invoice Questions:
Lakes@lakedoctors.com
Payment Questions:
Payments@lakedoctors.com

Purchase Order Number		Terms	Invoice Date Reflects Month of Service Provided
		NET 30 DAYS	
Item	Description	Amount	
	Monthly Water Management Service (R) <i>Oct Lake Management</i> 8-4-21 <i>Jim Masters</i> <i>J. Masters</i>	854.00	
Customer Total Balance \$1,708.00			
Please confirm your bank bill payer amount matches your invoice amount if you use a bank bill payer service. Thank you!		Total Invoice	\$854.00



To help ensure prompt and accurate credit to your account, please include your account number and invoice number on your check and always include your remittance stub with your payment.

Please visit www.lakedoctors.com for your local office contact information.

PLEASE DETACH & RETURN THIS PORTION WITH PAYMENT

Bill To
BRANDY CREEK CDD-JOHNS CREEK VESTA PROPERTY SERVICES 224 JOHNS CREEK PARKWAY ST. AUGUSTINE, FLORIDA 32092

Amount Enclosed

Invoice #	606807
Account #	709617
Date	10/1/2021

Go Green! Contact us at Payments@lakedoctors.com to have your invoices emailed.

For address and contact updates, please email us at Frontdesk@lakedoctors.com.

The Lake Doctors, Inc.
3543 State Road 419
Winter Springs, FL 32708

IF PAYING BY CREDIT CARD, FILL OUT BELOW		
___ Mastercard	___ Visa	___ American Express
Card #	_____	
Card Verification #	_____	
Exp. Date #	_____	
Print Name	_____	
Billing Address:	___ Check box if same as above	

Signature	_____	



Invoice

Vesta Property Services, Inc.
 245 Riverside Avenue
 Suite 300
 Jacksonville FL 32202

Invoice # 389421
Date 10/1/2021
Terms Net 30
Due Date 10/15/2021
Memo Monthly Fees

Bill To

Brandy Creek C.D.D.
 c/o GMS, LLC
 475 West Town Place, Suite 114
 St. Augustine FL 32092

280 C

Description	Quantity	Rate	Amount
Field Management Services 1. 320.57200. 34700	1	5,123.63	5,123.63
Office Administrator & Events Coordinator 1. 320. 57200. 34400	1	2,664.00	2,664.00
Janitorial Services 1. 320. 57200. 34200	1	2,153.58	2,153.58
Pool Maintenance 1. 320. 57200. 46200	1	2,271.83	2,271.83
Pet Waste Disposal Services 1. 320. 572. 46700	1	583.44	583.44

We appreciate your prompt payment.

Total \$12,796.48



Wavefly
 2220 CR 210 W Ste 108
 PMB 360
 Jacksonville, FL 32259
 904-940-9525

Account Number	Due Date
020-002701	Due Now

Our records indicate that your account is past due. Please remit payment as soon as possible to avoid service interruption.

Account Summary

Billing Date 9/30/2021	Payments through: 10/30/21
BRANDY CREEK CDD	Previous balance \$246.33
224 JOHNS CREEK PKWY	(-) Payment (9/15/2021) (\$60.90)
ST AUGUSTINE FL 32092-5054	(-) Payment (9/15/2021) (\$122.58)
	(=) After Payments \$62.85

Billing Questions Please Call:
 904-940-9525

Current Month Activity

Call Center hours:
 8:00 AM - 10:00 PM
 7 days a week
 904-940-9525

Date	Description of Service	Amount
9/13/2021	Internet Modem: Wired	9/13-9/30 (\$3.57)
9/30/2021	Extreme Discount	10/1-10/31 (\$25.04)
10/1/2021	Extreme 100/20 MB	10/1-10/31 \$79.99
	State Sales Tax	(\$0.23)
Total Current Charges		\$51.15
Total Due		\$114.00

Out internet service 44C



1,320.57200, 42000

Service Address:

224 JOHNS CREEK PKWY
 ST AUGUSTINE FL 32092-5054

Please detach at the perforation, and enclose this portion with your payment. Thank you!

Due Date	Account No.	Previous Bal.	Payments	Current Charges	Amount Due	Amt Enclosed
Due Now	020-002701	\$246.33	(\$183.48)	\$51.15	\$114.00	\$

Please indicate the amount enclosed, do not send cash!
 Please make check or money order payable to:

Wavefly
 2220 CR 210 W Ste 108
 PMB 360
 Jacksonville, FL 32259

BRANDY CREEK CDD
 475 W TOWN PL STE 114
 ST AUGUSTINE FL 32092-3649

Wavefly
 2220 CR 210 W Ste 108 PMB 360
 Jacksonville, FL 32259



Florida Department of Economic Opportunity, Special District Accountability Program
FY 2021/2022 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 84782			Date Invoiced: 10/01/2021
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2021: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Brandy Creek Community Development District

Mr. Michael C. Eckert
 Hopping, Green and Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

195C
 1.310.51300.54000

- 2. Telephone: (850) 222-7500
- 3. Fax: (850) 224-8551
- 4. Email: MichaelE@hgslaw.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: ~~www.JohnsCreekFL.com~~ www.brandycreekcdd.com
- 8. County(ies): St. Johns
- 9. Function(s): Community Development
- 10. Boundary Map on File: 07/09/2003
- 11. Creation Document on File: 07/09/2003
- 12. Date Established: 06/17/2003
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: St. Johns County
- 15. Creation Document(s): County Ordinances 2003-53 and 2006-36
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 12/03/2020



I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/12/21

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1. ___ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2. ___ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3. ___ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763


Invoice

Date	Invoice #
10/15/2021	7

Bill To
Brandy Creek CDD c/o GMS, LLC

Terms	Due Date
Net 30	11/14/2021

318C

Description	Amount
<u>Amortization Schedule</u> Series 2013 11-1-21 Prepay \$5,000	100.00
<u>Amortization Schedule</u> Series 2015 11-1-21 Prepay \$5,000	100.00
1. 310.51300.31600	
	
<div style="border: 1px solid black; width: 100%; height: 50px;"></div>	

Total	\$200.00
Payments/Credits	\$0.00
Balance Due	\$200.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Brandy Creek Community Development District
1408 Hamlin Avenue, Unit E
Saint Cloud, FL 34771

Invoice No. 21683
Date 10/20/2021

ZIC
1.310.51300.31200

SERVICE	AMOUNT
<u>Arbitrage - Series 2015 FYE 9/30/2021</u>	\$ <u>600.00</u>
Current Amount Due	\$ <u>600.00</u>



0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00

Payment due upon receipt.

10	11	12	14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
08/31		Balance Forward						\$76.29	
09/15 09/15	I03377860-09152021	REG MTG SCHEDULE FY 2022	SA St Augustine Record	1.00 x 4.5000	4.5	1	\$8.98	\$40.41	
09/15 09/15	I03377860-09152021	REG MTG SCHEDULE FY 2022	SA St Aug Record Online	1.00 x 4.5000	4.5	1	\$8.97	\$40.37	

PREVIOUS AMOUNT OWED: \$76.29
 NEW CHARGES THIS PERIOD: \$80.78
 CASH THIS PERIOD: \$0.00
 DEBIT ADJUSTMENTS THIS PERIOD: \$0.00
 CREDIT ADJUSTMENTS THIS PERIOD: \$0.00

We appreciate your business.

So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you.

30
1.310.913.480



INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$80.78		\$76.29	\$0.00	\$0.00	\$0.00		\$157.07

25				ADVERTISER INFORMATION			
1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
	09/01/2021 - 09/30/2021		18412		18412		BRANDY CREEK CDD

MAKE CHECKS PAYABLE TO

The St. Augustine Record

The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Wed, Sep 15, 2021
8:09:03AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record Dept 1261
PO BOX 121261
Dallas, TX 75312-1261

Acct: 18412
Phone: 19049405850
E-Mail:
Client: BRANDY CREEK CDD

Name: BRANDY CREEK CDD
Address: 475 W TOWN PLACE
ROOM 114
City: SAINT AUGUSTINE

State: FL **Zip:** 32092

Ad Number: 0003377860-01
Start: 09/15/2021
Placement: SA Legals
Copy Line: NOTICE OF MEETINGS BRANDY CREEK COMMUNITY DEVELOPMENT DISTRICT The Board of Supervisors of the Bran

Caller: Sarah Sweeting
Issues: 1
Rep: Derek ISC-Lindberg

Paytype: BILL
Stop: 09/15/2021

Lines 53
Depth 4.50
Columns 1

Price \$80.78

**NOTICE OF MEETINGS
BRANDY CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

The Board of Supervisors of the Brandy Creek Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2022 at 6:30 p.m. at the Phase II Amenity Center, 251 Huffner Hill Circle, St. Augustine, Florida 32092 on the second Wednesday of each month listed below:

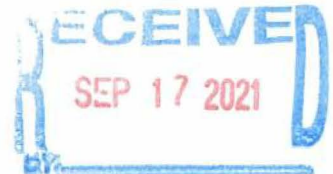
- November 10, 2021
- January 12, 2022
- March 9, 2022
- May 11, 2022
- July 13, 2022
- September 14, 2022

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations for the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at the meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver
District Manager
0003377860 Sep. 15, 2021



THE ST. AUGUSTINE RECORD
Affidavit of Publication

BRANDY CREEK CDD
475 W TOWN PLACE
ROOM 114
SAINT AUGUSTINE, FL 32092

ACCT: 18412
AD# 0003377860-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHIT who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **REG MTG SCHEDULE FY 2022** was published in said newspaper in the issue dated **09/15/2021**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

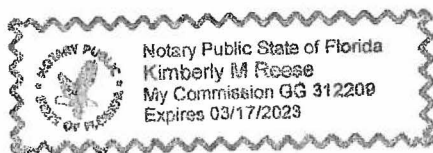
Sworn to (or affirmed) and subscribed before me by means of

physical presence or
 online notarization

this ____ day **SEP 15 2021**

by *[Signature]* who is personally known to me or who has produced as identification

[Signature]
(Signature of Notary Public)



NOTICE OF MEETINGS
BRANDY CREEK
COMMUNITY DEVELOPMENT
DISTRICT

The Board of Supervisors of the Brandy Creek Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2022 at 6:30 p.m. at the Phase II Amenity Center, 251 Huffner Hill Circle, St. Augustine, Florida 32092 on the second Wednesday of each month listed below:

- November 10, 2021
- January 12, 2022
- March 9, 2022
- May 11, 2022
- July 13, 2022
- September 14, 2022

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

Any person requiring special accommodations for the meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at the meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver
District Manager
0003377860 Sep. 15, 2021



Web Development, LLC

Invoice

Date	Invoice #
10/1/2021	2721

Bill To
GOVERNMENTAL MANAGEMENT SERVICES, LLC BRANDY CREEK CDD 475 WEST TOWN PLACE, SUITE 114 WORLD GOLF VILLAGE ST. AUGUSTINE, FL 32092

335C
1,320,572.343

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY MAINTENANCE AND NEWSLETTER - BRANDY CREEK CDD <i>Oct</i>	150.00	150.00
Total			\$150.00



All-Brite Sales Company

2204 Haines Street
 Jacksonville FL 32206
 904-354-4687 * Fed. I.D. #59-0863850
 Website: <http://www.all-britesales.com>

Cleaning Equipment and Chemicals
 for Buildings & Industry
 Since 1954

INVOICE



Bill To:

BRANDY CREEK CDD-~~WEST~~
 224 JOHNS CREEK PKWY
 CLOSED ON THURSDAY
 904-716-1370 CALL JIM TO MEET
 ST AUGUSTINE FL 32092

Ship To:

7
 Phone #: 904-230-4208
 BRANDY CREEK CDD-VESTA
 224 JOHNS CREEK PKWY
 CLOSED ON THURSDAY
 904-716-1370 CALL JIM TO MEET
 ST AUGUSTINE FL 32092

Invoice#	Order#	Customer#	Customer P.O.#	Terms	Salesperson
390461	417654	6169		NET 30 DAYS	07
Invoice Dt	Order Dt			Ship Via	
10/21/21	10/18/21			OUR TRUCK	

Quantity	U/M	Item # /Description	HM*	Unit Price	Amount
2	CS	181-BR58 LOC001 LINER 38X58 BLACK 100/CS 1.80 MIL, XX-HEAVY ROLL 55GAL RM6181, RT-3858-XXH GATRL60SXH		44.39	88.78
BIN: 06001					
1	CS	907-7496-1 LOC001 NABC GALLON 4/CS		46.55	46.55
BIN: 07006					
Subtotal					135.33
FUEL SURCHARGE					3.00
Tax #: 85-8012869385C5					
Total Due On 11/20/21					138.33
					
<p>1.320.572.400 Jan. Supplies 323C</p> <p>10-21-21</p> <p>Jim Masters</p> 					

DELIVERED BY

Hazardous/MSDS required

DATE RECEIVED / RECEIVED BY

By acceptance of these goods buyer agrees to pay a reasonable Attorneys fee if buyer's account is turned over to an attorney for collection.

Florida High Speed Internet
 1311 Bedford Drive
 Melbourne, FL 32940 US
 (321) 205-1100
 qb@flhsi.com
 http://flhsi.com



INVOICE

BILL TO
 Jim Masters
 Brandy Creek CDD
 251 Huffner Hill Circle
 St. Augustine, FL 32092

INVOICE # 103852
DATE 10/23/2021
DUE DATE 10/23/2021
TERMS Due on receipt

1.320.572.420
 280C



DATE	ACCOUNT SUMMARY	AMOUNT
09/23/2021	Balance Forward	125.00
	Other payments and credits after 09/23/2021 through 10/22/2021	-125.00
10/23/2021	Other invoices from this date	0.00
	New charges (details below)	125.00
	Total Amount Due	125.00

Oct. High speed internet

ACTIVITY	QTY	RATE	AMOUNT
Note **NOTE**	0	0.00	0.00
John's Creek Phase 2 Community Room 251 Huffner Hill Circle. Commercial Internet Service Commercial Internet Service - upgraded and ports opened for CCTV - static IP	1	125.00	125.00

10-18-21
 Jim Masters
 J. Masters

TOTAL OF NEW CHARGES 125.00
 BALANCE DUE **\$125.00**



JOHNS CREEK

Officer's Name	SSN	Officer's Department
Lauren LeDoux 177 Orient Dr. St Augustine, FL 32092 (904)392-8288	On file	ST. JOHNS CO. SO

Brandy Creek

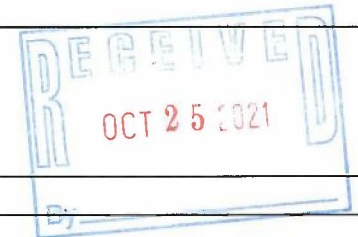
*10/3-10/30 (15hrs) Security
1.320.572.345 296C*

Day	Date	Start Time	End Time	Hours Worked		Day	Date	Start Time	End Time	Hours Worked
Sunday	10/03	745	10p	2.25						
Tuesday	10/26	630	915	2.75						
Wednesday	10/27	5	645p	1.75						
Wednesday	10/27	815	1015p	2						
Saturday	10/30	530	1145p	6.25						
			Total:	15						

**TOTAL HOURS: 15 HOURS AT \$40.00 AN HOUR
TOTAL : 600.00**

ACTIVITY

Citations:	Parking Tickets:
Warnings:	Field Contacts:
Arrests:	Reports:



10/3 Sunday 745-10p

Phase 1

Pool, patio, restrooms were found clear of any residents. The whole area beside the tennis courts was found clear of any residents/guest. I closed the janitorial door near the bar top within the pool patio area. I found the door was found ajar so after a quick check to make sure no one was inside I secured the doors.

Area was quiet I drove around to both amenity centers checking on them.

Phase 2

Upon arrival the area was dark and quiet. Checked all doors and rooms. I found the area to be free of any residents/guest. There was only foot traffic along roadways with dog walkers.

10/26 630-915p

Phase 1

Upon arrival there were a few cars in the parking lot. There was a few inside the gym room, a group out on the tennis courts and a few on the courts. The pool, pool patio, and restrooms were all found clear of residents. The guys on the basketball courts left shortly after my walk through of the property.

Phase 2

Upon checking the area, there were no residents in the pool/party room. All doors found secured and bathrooms were clear of any residents. There was a small group of juveniles out on the playground.

10/27 Wednesday part one 5-645p

Phase 1

Food truck Wednesday, there wasn't a lot of traffic. The courts were both busy with tennis training, and juveniles on the basketball courts.

Phase 2

Area was somewhat calm. Very small amounts of kids playing on the courts. The pool area appeared empty upon arrival. Fitness class started at 6p.

10/27 Wednesday 815-1015p PART DUEX

Phase 1

Area was cleared out upon arrival. The last vehicle in the parking lot left shortly after arrival. The bathrooms were clear of any residents.

Phase 2

The area was dark and quiet this evening. Checked the party room and restrooms. All areas found secured and empty. No vehicles in the parking lot seen.

10/30 Saturday 5300-1145p hallows eve

Phase 1

Pretty outside this evening with Fall Like Temps. Upon arrival there was not many around the amenity center. A few guys on the courts who left shortly after I drove in, a few young ladies on the tennis courts who also left before 6pm. The gym had a few residents inside working out. The pool and the patio were both empty. I checked both poolside bathrooms and both were clear of residents. Lots of road traffic for Halloween parties” Within the CR 210 Area” so lots of driving between areas.

The resident boys were on/off the courts a few times this evening. Lights shut off of the courts around 1030p and the amenity center was empty and quiet.

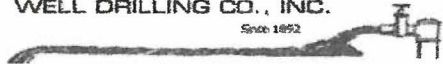
Phase 2

Lots of families out and about on this beautiful evening.

I made contact with a Tara Desormeaux inside Phase 2 party room, that informed me they had a Halloween party for teenagers this evening taking place till 10 pm. I informed them I would drive by to check on them a time or two. The area was quiet for all the vehicles that were observed parked along the roadways. Lots of Calls to Fire/Rescue in reference to drunk people, no reported juvenile issues.

Checked the party room close to 10 pm and lots of parents were observed picking up their children. After assisting Fire/Rescue with a call within Johns Creek off Huffner Hill I road back by to check on the progress. There were still things being cleaned up and loaded into vehicles around 1015.

I checked back around 1045 and observed the last vehicle leaving the area. I checked the pool patio, party room, and bathrooms. Everything was clear of residents and all secure.



4744 Collins Road
Jacksonville, FL 32244
904-269-1333/ 904-355-3323
www.partridgewell.com

Customer # 32997 Site # 38380
SalesRep: W McInamay
PO #
By: Jim

Brandy Creek CCD
224 Johns Creek Pkwy
St Augustine, FL 32092

Project or Owner: Down to Earth
224 Johns Creek Pkwy
Jacksonville, FL 32259

Qty	Description	Rate	Amount
1	Labor (2 Men) - 1st Hour	\$240.00	\$240.00
0.25	Labor (2 Men) - Additional Hour Rate	\$210.00	\$52.50
1	Control Box 5 Hp (Standard)	\$365.00	\$365.00

Notes:

CH/JM/FM - Found control box had burnt wire due to loose connection - replaced with Standard control box.

Subtotal \$657.50
Tax \$0.00
Total \$657.50

Deposit Received \$0.00
Total Due \$657.50

1,320,572.
466
352c

Warranty is 30 days on labor and one year on parts.

DUE UPON RECEIPT

Repair on Phase 1 pump/well

10-17-21

Jim Masters
Masters



1. Payment due upon completion unless otherwise arranged in writing. 2. A service charge of 1.5% per month will be charged on past due accounts. 3. Unless Buyer notifies Seller in writing within fifteen (15) days from date of invoice, it shall be presumed that goods and services are satisfactory and acceptable to Buyer. 4. Buyer shall pay Seller's cost of collection including a reasonable attorney's fee at all levels of court.



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 11/1/2021

Invoice # 131295603161

Terms	Net 20
Due Date	11/21/2021
PO #	

Bill To
Brandy Creek CDD A/P dept
Brandy Creek CDD
224 John's Creek Parkway
St. Augustine FL 32092

Ship To
Brandy Creek CDD
224 John's Creek Parkway
St. Augustine FL 32092

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	825.00
<p>10-19-21</p> <p>Jim Masters</p> <p><i>[Signature]</i></p>				

341c
New Pool chemicals
1,320.572.46250



Total Amount Due 825.00
\$825.00

Remittance Slip

Customer
13BRA025
Invoice #
131295603161

Amount Due \$825.00

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295603161



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 391336
Date 10/31/2021
Terms Net 30
Due Date 11/30/2021
Memo Monthly Fees

Bill To
Brandy Creek C.D.D.
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine FL 32092



286c

Description	Quantity	Rate	Amount
Halloween Event	1	337.50	337.50

We appreciate your prompt payment.

1.320.572.494

Total \$337.50



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 385302
Date 6/3/2021
Terms Net 30
Due Date 7/3/2021
Memo Under-billing March-Ju...

Bill To
Brandy Creek C.D.D.
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

286C

Description	Quantity	Rate	Amount
Adjusted March	1	1,003.11	1,003.11
Adjusted April	1	1,003.11	1,003.11
Adjusted May	1	1,003.11	1,003.11
Adjusted June	1	1,003.11	1,003.11

We appreciate your prompt payment.

Total \$4,012.44



1. 320,572.344
 1. ofc + Event Coord
 \$ 15,98.60
 1. 320,572.342
 2. \$ 1,174.68
 Maint + Jan.
 1. 320,572.462
 3. \$ 1,239.16
 Pool main



INVOICE

INVOICE #	INVOICE DATE
JAX 279606	10/22/2021
TERMS	PO NUMBER
Net 30	

Bill To:

Johns Creek
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Johns Creek

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: November 21, 2021

Invoice Amount: \$1,500.00

271c

Description	Current Amount
-------------	----------------

Phase II Playground mulch application
To provide and install playground certified mulch to the playground off of Field
Crest and the Phase II playground.
Mulch (Sub) \$1,500.00

1,320.57
490

Invoice Total

\$1,500.00



Excellence
IN COMMERCIAL LANDSCAPING

Jm
10/22/2021

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



INVOICE

INVOICE #	INVOICE DATE
JAX 279607	10/22/2021
TERMS	PO NUMBER
Net 30	

Bill To:

Johns Creek
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Johns Creek

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: November 21, 2021

Invoice Amount: \$1,200.00

*2710
1,320,572.490*

Description	Current Amount
Phase I Playground Mulch Application To provide and install certified playground mulch to the phase I playground. Mulch (Sub)	\$1,200.00

Invoice Total

\$1,200.00

Excellence
IN COMMERCIAL LANDSCAPING

gm
10/22/2021

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



INVOICE

INVOICE #	INVOICE DATE
JAX 281824	10/29/2021
TERMS	PO NUMBER
Net 30	

Bill To:

Johns Creek
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Johns Creek

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: November 28, 2021

Invoice Amount: \$568.50

Description	Current Amount
-------------	----------------

October irrigation repairs	
Irrigation Repairs	\$568.50

2710
1.320.572.463

Invoice Total

\$568.50

Excellence
10-18-21
COMMERCIAL LANDSCAPING
Jim Masters

[Handwritten signature]



Should you have any questions or inquiries please call (386) 437-6211.

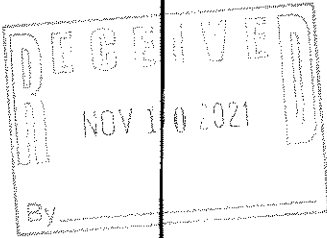
Governmental Management Services, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 279
Invoice Date: 11/1/21
Due Date: 11/1/21
Case:
P.O. Number:

Bill To:
 Brandy Creek CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

Description	30C	Hours/Qty	Rate	Amount
Management Fees - November 2021	1,310.513.340		4,216.50	4,216.50
Information Technology - November 2021	1,310.513.357		104.17	104.17
Office Supplies	1,310.513.510		0.33	0.33
Postage	1,310.513.420		10.09	10.09
Copies	1,310.513.425		0.90	0.90
Telephone	1,310.513.410		20.99	20.99



Total	\$4,352.98
Payments/Credits	\$0.00
Balance Due	\$4,352.98



INVOICE

INVOICE #	INVOICE DATE
JAX 273737	10/1/2021
TERMS	PO NUMBER
Net 30	

Bill To:

Johns Creek
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Johns Creek

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 31, 2021

Invoice Amount: \$10,169.76

Description	Current Amount
Monthly Landscape Maintenance October 2021	\$10,169.76

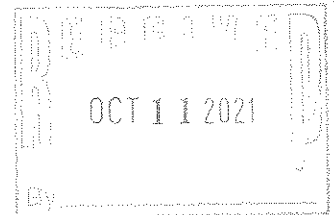
Invoice Total

\$10,169.76

1,320,572.461

271C

J Meadows
10/11/2021



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
JAX 272462	10/5/2021
TERMS	PO NUMBER
Net 30	

Bill To:

Johns Creek
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Johns Creek

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: November 4, 2021

Invoice Amount: \$623.30

Description	Current Amount
-------------	----------------

Wood Line Clean up

Yellowstone will clean up three corner woodline areas. we will lift all wood lines up to 10-12 feet. All debris will be hauled off after job is complete

Landscape Enhancement CORE

\$623.30

271C
1,320.572.490

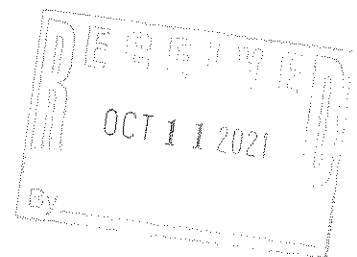
Invoice Total

\$623.30

8-5-21

Jim Masters

[Handwritten signature]



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
JAX 272463	10/5/2021
TERMS	PO NUMBER
Net 30	

Bill To:

Johns Creek
c/o Vesta Property Services
224 Johns Creek Pkwy
St Augustine, FL 32092

Property Name: Johns Creek

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: November 4, 2021

Invoice Amount: \$808.00

Description	Current Amount
September irrigation repairs	
Irrigation Repairs	\$808.00

1.320.572.463

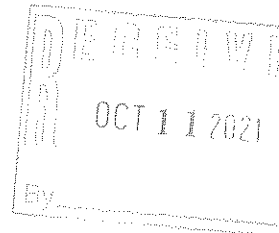
Invoice Total

\$808.00

2710

8-5-21

Jim Masters
of M...
[Handwritten signature]



Should you have any questions or inquiries please call (386) 437-6211.

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/26/21	00049	10/18/21 1496	202110 600-53800-60000 50% DEP - PERGOLA REPAIR	INVISION CONSTRUCTION, INC	*	8,672.20	8,672.20 000138
TOTAL FOR BANK B						8,672.20	
TOTAL FOR REGISTER						8,672.20	

Invision Construction inc.
11251 Business Park Blvd Ste 4
FL 32256
407-619-5236
Ryan@invisionConstructionInc.com



BILL TO
Brandy Creek CDD
224 Johns Creek Parkway
St. Augustine, FL 32092

SHIP TO
Brandy Creek CDD
Att. Vesta Service Properties
224 Johns Creek Parkway
St. Augustine, FL 32092

INVOICE 1496

DATE 10/18/2021 TERMS Net 30

DUE DATE 11/17/2021

cap rsv capital outlay

49B

ACTIVITY	QTY	RATE	AMOUNT
Repair:WDO	0.50	0.00	0.00
Site Prep:Labor set up of area, safety zoning for families at pool, floor protection, construction zone prep	0.50	185.00	92.50

033.600 . 53800 . 60000
50% Dep - Pergola

If you have any questions concerning this invoice, contact me.

Thank you for your business!

Thank you for partnering with InVision Construction. At this time we are accepting Check with an option for Credit card, however, there will be a 3% transaction fee.

ACTIVITY	QTY	RATE	AMOUNT
Framing: Framing Labor Demo all 4x8x16 cross members (damaged or compromised), demo all 3x3x20's (non structural), clean the structural 6x10's, remove all deteriorating trim pieces and replace with new, shore up structural members on the right side and straighten up the 6x10 in the decorative column, reattach to inside the boot. reinstall new 4x8x16 & 3x3x20's cross members and fasten.	0.50	5,212.00	2,606.00
Framing: Lumber Material 3x3x20 PT, 4x8x16 PT, strapping, boots, hardware, tooling, shoring material	0.50	5,842.40	2,921.20T
Paint Labor and material. prep, reseal, Paint all lumber on pergola space. Color to be determined	0.50	3,210.00	1,605.00
Trash: Dumpster Trash haul off of materials	0.50	295.00	147.50
GC, license, OH Delivery, set up, break down, Design, GC License, OH, Management & supervision	0.50	2,600.00	1,300.00

We hereby propose to furnish labor and materials (as noted)- complete in accordance with the above

SUBTOTAL

8,672.20

If you have any questions concerning this invoice, contact me.

Thank you for your business!

Thank you for partnering with InVision Construction. At this time we are accepting Check with an option for Credit card, however, there will be a 3% transaction fee.

specifications. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. Any additional work shall be a "Change Order" and will incur additional charges. Contractor will not be responsible for any unknown wall, ceiling, or floor framing that is damaged, poorly constructed, defective and/or due to its condition require extra work. This would be addressed as a "Change Order".

*ALLOWANCE : means that this is a estimate and could be higher or lower based upon job environment. Subject to change.

**Any flooring installed over existing surfaces does have potential for high and low places beyond self leveler.

1 year labor warranty on flooring install. no warranty on existing surfaces

TAX
TOTAL

189.88
8,862.08

TOTAL DUE

\$8,862.08

If you have any questions concerning this invoice, contact me.

Thank you for your business!

Thank you for partnering with InVision Construction. At this time we are accepting Check with an option for Credit card, however, there will be a 3% transaction fee.